

Project Manual for:

TREBLY PARK SHADE STRUCTURES

Houston, Texas

Project Number 24-461.500-01

A Project for:



Downtown
Redevelopment
Authority

Downtown Redevelopment Authority/
City of Houston
Tax Increment Reinvestment Zone Number Three

Prepared by:

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October 2024

Bid Set

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09/27/2024

Document 00003

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Document 00020

NOTICE TO BIDDERS

OWNER

Downtown Redevelopment Authority (the "Authority")/City of Houston Tax
Increment Reinvestment Zone Number Three (the "TIRZ")
LyondellBasell Tower
1221 McKinney St., Ste. 4250
Houston, TX 77010

1.0 INVITATION

- A. Bidders are invited to submit an offer for performance of a Unit Price Contract to the Authority/TIRZ, located at the above address, for the following construction Project:

Project: Treibly Park Shade Structures
Project Number: 24-461.500-01
Located: 1515 Fannin Street bounded by Bell, Leeland, Fannin, and San Jacinto
Houston, Key Map No. 5725

- B. Work of the Project consists of:

Construction of new a shade structure with decorative metal panels over the existing play surface area containing the art piece, "Whale Bone Dinner Party", and the installation of umbrellas in the bosque area.

Additions to the existing dog park trellis will consist of decorative metal panels to aid in shade, along with stand alone "umbrella" style features to aid in blocking the sun.

- C. The Contract Documents are identified as Authority/TIRZ Project Number 24-461.500-01 as listed in the Project Manual dated October 2024, issued by the Authority/TIRZ.
- D. The successful Bidder will be required to comply with the City of Houston Code of Ordinances relating to equal opportunity employment as stated in Document 00700 - General Conditions and Document 00800 - Supplementary Conditions.
- E. Bidders will be required to comply with City of Houston, Tex. Ordinance 95-336 (March 29, 1995) and Exec. Order No. 1-2 (June 14, 1995), and City of Houston Affirmative Action and Contract Compliance Division Minority/Women Business Enterprise (M/WBE) Procedures dated June 1995, which revise Minority and Women Business Enterprise (M/WBE) Ordinance (Houston City Code, Ch. 15, art. V. Such revisions grant the right of The Authority/TIRZ and City of Houston personnel to examine the books and records of the Contractor and M/WBE, limit the ability of M/WBE to subcontract more than 50% of their work, provide for sanctions when Contractor or M/WBE fail to make good faith efforts to comply with such Ordinance, provide for inclusion of specific language in M/WBE subcontracts, and require Contractor and M/WBE to submit disputes to binding arbitration, including disputes related to payment. The successful Bidder will be required to make good faith efforts to achieve an M/WBE participation goal of twenty percent (20%). In order to meet this goal and comply with the City's current non-discriminatory programs, the Authority/TIRZ also recognizes the participation of

Disadvantaged Business Enterprise (DBE), as governed by the Houston City Code, Ch. 15, art. V., in its contracting procurement. In combination, these programs are referenced as "M/W/DBE."

- F. This Notice to Bidders and contents of this Project Manual contain references to the "City of Houston Affirmative Action Division." The name of this City Department has been changed to the "City of Houston Office of Business Opportunity," hereinafter abbreviated as "OBO."
- G. When requested, the successful Bidder shall present satisfactory evidence that Bidder has regularly engaged in furnishing products and performing construction work as proposed, and has the capital, labor, equipment, and material to execute the Work required by Contract Documents.
- H. The Project contains City of Houston Standard Specifications which are incorporated into the Project Manual by reference. Copies of the Standard Specifications along with Standard Details can be purchased in the City offices located on the second floor of the Rusk Annex, 611 Walker, Houston, Texas 77002 for \$50.00 per set, or can be viewed on-line at the City of Houston's website.

2.0 NOTICE OF PRE-BID CONFERENCE

- A. An mandatory pre-bid conference for bidders on the Authority/TIRZ Project titled Trebley Park Shade Structure is scheduled to be held at 2:00 p.m. on Tuesday, October 15, 2024. All bidders (General Contractors, Subcontractors, and Suppliers) are invited to attend.
- B. Representatives and consultants of the Authority/TIRZ will attend the online pre-bid conference.
- C. Summarized minutes of this meeting will be sent to those on record as having registered attendance at the mandatory pre-bid conference.
- D. Information relevant to the Bid Documents will be recorded in an Addendum and made available to those in attendance at the pre-bid conference, and plan rooms with documents on display. Refer to Document 00100 - Instructions to Bidders regarding the notification and issuance of Addenda.

3.0 BID SUBMISSION

- A. Bids signed by an officer of the company and dated will be received by the Executive Director, Downtown Redevelopment Authority, at 1313 Main Street, Houston, Texas 77002 until 11:00 a.m. local time, on Tuesday, November 5, 2024.
- B. Bids submitted after the above time will not be accepted by the Authority.
- C. Bids shall be submitted on the Bid Forms and Supplements to Bid Forms provided with this Project Manual.
- D. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.
- E. Refer to other bid information and related documents given in Document 00100 - Instructions to Bidders.

4.0 MODIFICATION OR WITHDRAWAL

- A. Bids submitted early may be withdrawn prior to the time designated for receipt of Bids.
- B. Withdrawn Bids may be resubmitted up to the time designated for receipt of Bids.

5.0 CONTRACT TIME

- A. The Work for all Phases shall be performed and completed within seventy-five (75) calendar days from the date established in the Notice to Proceed.
- B. Contractor shall pay liquidated damages in the amounts stated in Document 00700- General Conditions and Document 00800 - Supplementary Conditions, for failure to complete the Work within the Contract Time.

6.0 SECURITY DEPOSIT REQUIREMENTS

- A. Bids shall be accompanied by a security deposit as stated in Document 00100 - Instructions to Bidders.

7.0 AVAILABILITY

- A. Bid Documents are available for download at www.civcastusa.com and from the Organization's website at <https://downtownhouston.org/do-business/procurement-rfp>
- B. Bid Documents are made available only for the purpose of obtaining offers for this Project.
- C. On receipt of Bid Documents, verify that documents are legible and complete. Verify that date on Project Manual is October 2024. Compare contents of Project Manual with Table of Contents; see that all drawings listed in the Index of Drawings are included. Notify Brett DeBord, Director of Construction at, Brett.DeBord@downtownhouston.org, should the documents be incomplete as issued.

8.0 QUESTIONS AND INTERPRETATIONS

- A. Bidder is required to study Bid Documents, the site, and conditions affecting the Work, and submit written questions on interpretation of those documents and conditions, or other factors affecting the Work, through www.civcastusa.com.
- B. Immediately notify the Authority/TIRZ through Brett DeBord upon finding discrepancies or omissions in the Bid Documents.

9.0 ACCEPTANCE/REJECTION OF BIDS

- A. The Authority/TIRZ reserves the right to reject or accept any bids as stated in Document 00100 - Instructions to Bidders.

10.0 PRODUCT SUBSTITUTION SUBMITTALS

- A. Bidders will not be allowed to propose substitutions during bidding.

END OF DOCUMENT

Document 00030

ADVERTISEMENT FOR BIDS

DOWNTOWN REDEVELOPMENT AUTHORITY / TIRZ No. 3

TREBLEY PARK SHADE STRUCTURES

The Downtown Redevelopment Authority (the "Authority") / TIRZ No. 3 will receive sealed bids for the Trebley Park Shade Structures project, located in Downtown Houston, 1515 Fannin Street bounded by Bell, Fannin, Leeland, and San Jacinto Streets. Hardcopy bids will be received until 11:00 AM, local time on Tuesday, November 5, 2024 by the Director of Construction, Downtown Redevelopment Authority. Hardcopy bids received after this time will not be accepted. Hardcopy bids are to be delivered to 1313 Main Street, Houston, Texas, 77002.

Beginning Thursday, October 3, 2024, Bidding Documents will be available at www.civcastusa.com and on the Organization's website: <https://downtownhouston.org/do-business/procurement-rfp>.

A MANDATORY Pre-bid Conference will be held at 2:00 PM on Tuesday, October 15, 2024. in the Authority's Operations Center, 1313 Main Street, Houston, TX 77002. All bidders (general contractors) are invited to attend. Late arrivals will not be admitted to the Pre-bid Conference. Bids will be ruled non-responsive if received from a bidder who did not attend the Pre-bid Conference.

Bidders shall comply with City of Houston Code of Ordinances, Chapter 15, Articles II, V, VI, and XI and the Mayor's Executive Orders No.1-7 Pay or Play (POP) Program for Houston Public Works for the public procurement procedures of the City of Houston Office for Business Opportunity (OBO) established in March 2008 and the entity responsible for the administration of the Minority/Women-Owned (M/WBE), Persons with Disabilities Enterprises (PDBE), and Hire Houston First programs. The successful Bidder will be required to make good faith efforts to achieve an M/W/DBE participation goal of 20 percent.

Document 00100

INSTRUCTIONS TO BIDDERS

DOCUMENT INCLUDES

- 1.0 Related Documents
- 2.0 Bid Documents and Contract Documents
- 3.0 Site Assessment
- 4.0 Subcontractors/Suppliers/Others
- 5.0 Bid Submission
- 6.0 Bid Enclosure Requirements
- 7.0 Offer, Acceptance, Rejection

1.0 RELATED DOCUMENTS

- A. Document 00020 - Notice to Bidders
- B. Document 00310 - Form of Proposal
- C. Document 00315 - Bidder's Bond
- D. Document 00316 - Letter of Intent
- E. Document 00405 - Bid Price Form
- F. Document 00430 - Bidder's Statement of M/W/DBE Status
- G. Document 00450 - Post-Bid Procedures
- H. Document 00510 - Agreement
- I. Document 00700 - General Conditions
- J. Document 00800 - Supplementary Conditions
- K. Document 00812 - Prevailing Wages

2.0 BID DOCUMENTS AND CONTRACT DOCUMENTS

A. Definitions

- 1. Definitions set forth in Document 00700 - General Conditions and in other Contract Documents, are applicable to the Bid Documents.
- 2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, modify, correct, or change the Bid Documents.
- 3. **Alternate Bid:** The total amount bid for additions to the Work, as described in the Bid Documents. Each Alternate Bid shall include the cost of effects on adjacent or related components, and the Contractor's overhead and profit.
- 4. **Bid Documents:** The Project Manual and Drawings, including Addenda, plus Notice to Bidders, Instructions to Bidders, Geotechnical Information, and Supplements to Bid Forms identified in Document 00310 - Form of Proposal.
- 5. **Bidder:** A person or entity who submits a Bid.
- 6. **Selected Bidder:** The Bidder who is selected as the most qualified, responsible Bidder, as described in Document 00200 - Proposal Organization and Selection Criteria.
- 7. **Bid, Offer, Bidding:** The act of submitting a complete and properly signed offer in accordance with these Instructions to Bidders.

8. **Total Bid Price:** The monetary amount for performing the Work as identified by the Bidder in Document 00310 - Form of Proposal, which amount includes Cash Allowances and Alternate Bids, if any.
9. **Security Deposit:** A certified check, cashiers check or bid bond for at least the sum of 10 percent of the Total Bid Price, which includes Cash Allowances and Alternate Bids, if any.

B. Questions, Interpretations

1. Bidder shall: A) carefully study the Bid Documents and compare them with each other, B) examine the site, conditions thereon, and local conditions, C) investigate geotechnical and environmental reports, and D) report at once to Brett DeBord, Director of Construction ("Director" and Project Manager") at brett.debord@downtownhouston.org any errors, inconsistencies or ambiguities discovered.
2. Verbal discussions and answers are not binding. Requests from Bidders for clarifications and interpretations of content of documents, or the extent or use of rights-of-way, must be submitted through www.civcastusa.com and received not less than seven (7) days before the date set for receipt of Bids.
3. The reply will be by Addendum.

C. Addenda

1. Addenda issued to Bidding Requirements are applicable only during the bidding period. Addenda to the Post-Bid Procedures are applicable only through the issuance of the Notice to Proceed. Any Addenda issued to Contract Forms, Conditions of the Contract, Specifications or Drawings become a part of the Contract Documents. Include resultant costs in the Total Bid Price.
2. Addenda will be issued through civcastusa.com. Bidders shall be responsible for obtaining Addenda after notification.
3. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
4. No Addenda will be issued later than 48 hours prior to the date set for receipt of Bids, except an Addendum withdrawing the Request for Bids, one which includes postponement of the date for receipt of Bids, or one which makes modifications to quantities only.
5. Each Bidder shall ascertain, prior to submitting a Bid; that the Bidder has received all Addenda issued. The Bidder shall acknowledge their receipt in the place indicated in Document 00310 - Form of Proposal.

D. Substitutions of Materials/Equipment

1. No substitutions will be considered during bidding.

3.0 SITE ASSESSMENT

- A. Bidders shall examine the Project site before submitting a Bid, become familiar with local conditions under which the Work will be performed,

conduct appropriate explorations, and correlate personal observations with requirements of the Bid Documents.

- B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain the extent of subsurface conditions and variations thereof.
- C. Failure to perform such investigations during the bid period shall not relieve Bidder from responsibility for investigations, interpretations, and proper use of available information in preparation of Bidder's proposal.
- D. Bidder should be aware that this project may require coordination with other construction contractors working for the Authority/TIRZ, the City, and the Texas Department of Transportation (TXDOT) as well as private entities on associated work both within and directly adjacent to the project site.
- E. Work will be performed in the public right of way private property.

4.0 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Authority/TIRZ reserves the right to reject a proposed Subcontractor or Supplier for reasonable cause.
- B. Refer to Paragraph 5.2.2 of Document 00700 - General Conditions.

5.0 BID SUBMISSION

A. Submission Procedures

1. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed in Document 00020 - Notice to Bidders.
2. Submit one copy of the executed offer on the bid forms provided, properly signed, with required Security Deposit, and all other required Supplements to Bid Forms as specified in Document 00310 - Form of Proposal, in a sealed, opaque envelope. On the outside of the envelope, clearly identify the Bidder's name, Project name and Project Number. Bids submitted by mail shall be enclosed in a separate envelope addressed for mailing and identifying the enclosure as a bid.
3. Fill in all blanks in the Bid forms. Acknowledge receipt of Addenda. Bid all Alternate Bids required by Bid Documents.
4. All costs and expenses incurred by the Bidder that are associated with preparation of the Bid shall be paid by and be the sole responsibility of the Bidder.

B. Bid Ineligibility

1. Failure to provide required Security Deposit in the proper amount will be cause to declare the Bid invalid.
2. Improperly completed information may be cause for declaring the Bid invalid.

3. Bids that are unsigned, improperly signed, illegible, obscure, altered, or which contain qualifications or irregularities of any kind, may be declared invalid. Document 00310 - Form of Proposal, Supplements to the Bid Forms identified in the Form of Proposal, or enclosures that are improperly prepared may be declared invalid.
4. Failure of an employee of the General Contractor bidding the Project to attend the mandatory pre-bid conference will be cause to declare the Bid invalid.
5. Failure to submit a letter of intent from a surety as described in paragraph 6.0 E will be cause to declare the bid invalid.

6.0 BID ENCLOSURE REQUIREMENTS

A. Supplements to Bid Forms

1. Bid submittals shall include other documents specified in Document 00310 - Form of Proposal.

B. Security Deposit

1. Bids shall be accompanied by a Security Deposit.
2. The Security Deposit will be retained until after the Contract is awarded.
3. If no Contract is awarded, all Security Deposits will be returned to the respective Bidders.

C. Certified Check/Cashier's Check

1. Make certified check or cashier's check (security checks) payable to the Downtown Redevelopment Authority.
2. The security checks are submitted on the condition that if the Bidder is named Selected Bidder and then fails either to execute the Agreement timely or to provide any required bonds timely, or to do both, then in that event the Authority/TIRZ will cash the security check.
3. The Authority/TIRZ will retain an amount equal to the difference between the Bid of the Bidder providing the security check and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds.
4. Any balance remaining will be reimbursed by the Authority/TIRZ to the Bidder who provided the security check.

D. Bid Bond

1. The bid bond must be a valid and enforceable bond, executed by a corporate Surety authorized by the State Board of Insurance to conduct insurance business in the State of Texas and shall comply with other requirements set out by law or included in the Bid Documents.
2. Endorse the bid bond in the name of the Downtown Redevelopment Authority/City of Houston Tax Increment Reinvestment Zone Number

Three as obligee, signed by the Contractor as principal and signed and sealed by the Surety.

3. The bid bond must be conditioned such that if the Bidder is named Selected Bidder and then fails either to execute the Agreement timely or to provide any required bonds timely, or to do both, then in that event the Surety will be obligated to pay to the Authority/TIRZ an amount equal to the difference between the Bid of the Bidder on whom the bond was written and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds, up to the penal sum of the bond.
4. In addition, the Authority/TIRZ expressly reserves the right to reject any Bid if the bid bond (or bid bond rider) conditions the Bid in a way inconsistent with the Bid Documents. Examples include but are not limited to a condition:
 - a. prohibiting the Authority/TIRZ from making a Claim against the Performance Bond Surety that would be allowable under the Contract and Performance Bond form published in the Bid Documents;
 - b. that provides that the Performance Bond Surety cannot be held liable for completing the Contract in case of default; or
 - c. limiting the Performance Bond Surety's liability for damages inconsistent with the Contract and Performance Bond form published in the Bid Documents.

E. Letter of Intent Concerning Availability of Performance Bond

1. All bidders must submit a letter of intent from a Surety indicating its intent to provide a Performance Bond should the bidder be awarded the contract for the Trebly Park Shade Structures Project.
2. The letter of intent must include a maximum dollar amount of the construction contract value (including alternates and allowances) above which the Surety will not be willing to issue a Performance Bond. This amount must be greater than the bid amount including all allowances and alternates.
3. Any bid that does not have this letter of intent from a Surety meeting the requirements of Article 11, Paragraph 11.6 of the General Conditions (Document 00700 of the Project Manual dated October 2024) shall be declared non-responsive.

F. Proposal Signature

1. Document 00310 - Form of Proposal shall be signed by the Bidder as follows:
 - a. Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - b. Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.

- c. Corporation: Signature of duly authorized officer.
- d. Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.
- e. Each page of Document 00405 - Bid Price Form shall be initialed by the Bidder signing Document 00310 - Form of Proposal.

7.0 OFFER, ACCEPTANCE, REJECTION

A. Acceptance

- 1. The Authority/TIRZ will give notice of intent to award the Contract to the Selected Bidder. Acceptance by the Authority/TIRZ is conditioned upon Bidder's submission of information for establishing satisfactory qualifications, if required; and execution of submittals required in Document 00450 - Post-Bid Procedures.
- 2. The Bid shall remain open to acceptance and shall be irrevocable for the Period for Bid Acceptance stated in paragraph 1.0, Offer, of Document 00310 - Form of Proposal.
- 3. Additional time taken by Contractor to fulfill requirements for submittals, including review and resubmittal, shall be added to the acceptance period.

B. Rejection

- 1. The Authority/TIRZ reserves the right to reject any and all Bids or to accept any Bid deemed advantageous to it.

C. Bid Tabulation

- 1. The Director of Construction will tabulate, record, and evaluate the Bids of all responsible Bidders.
- 2. In tabulating Unit Price Bids, the amount written for a unit price governs over the total amount calculated. Therefore, the Director of Construction may correct any mathematical errors in the extension of the total amount based on the unit price given by the Bidder and adjust the Total Bid Price. Furthermore, all unit prices requested must be bid, so if a unit price is omitted, the Director of Construction may insert for the omitted unit price, the lowest price bid by any other Bidder and recalculate the total amount bid as applicable. However, the Director of Construction is not obligated to make these corrections or other mathematical corrections, but may reject the Bid based on irregularities in the Bid.
- 3. If Alternate Bids are described in the Bid Documents, the Alternate Bids will be accepted at the discretion of the Director of Construction up to the amount nearest to but not exceeding the estimated budget for the Project. The estimated budget shall be confirmed by the Board of Directors prior to Award, and the Board may, at its option, delete or add Alternates in numerical order at time of Award.

4. After tabulation of bids, the Authority/TIRZ will issue Notice of Intent to Award to the Selected Bidder, stating the time within which Bidder must submit bonds and other requirements stated in Document 00450 - Post-Bid Procedures.

END OF DOCUMENT

Document 00200

PROPOSAL ORGANIZATION AND SELECTION CRITERIA

- 1.0 To enable the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ") to efficiently evaluate bid Proposals for the Trebly Park Shade Structures project, the Bidder shall follow the required format in preparing its Proposal. Proposals that do not conform to the prescribed format may be rejected.
- 2.0 The Proposal shall consist of five (5) standard binders and a separate sealed, opaque envelope containing one (1) original Document 00310 - Form of Proposal, and all Proposal Supplements as specified. The binders shall be submitted in a sealed box. The envelope shall be sealed and taped securely to the outside of the box. Bidder shall clearly identify the Project Name and Project Number, Proposal Submittal Date, and Bidder's Name (Contractor) on the outside of the envelope and box.
- 3.0 Binders are used to ensure that pages are not lost. Each binder shall be of adequate size to fit all information being submitted. Pages shall be no larger than letter-size (8½" by 11"). Tabbed sections, as defined below, shall separate information provided.
- 4.0 Each of the binders shall be organized in the following order, based on the selection criteria and corresponding point values as outlined:
 - A. Tabbed Section A: Total Proposal Price (40 points). Bidder to leave this section BLANK. Upon receipt of Proposal, the Authority/TIRZ will insert a copy of Bidder's completed Form of Proposal (Document 00310) and all other required Supplements as specified. Bidder will be evaluated on Total Proposal Price. (Lowest Total Proposal Price will receive the maximum 40 points, with each successively higher Total Proposal Price, thereafter, receiving fewer points, accordingly.)
 - B. Tabbed Section B: Experience and Qualifications (20 points). Provide examples of Bidder's successful experience over the last ten years with no fewer than three (3) projects comparable in scope, complexity and value. Include name, address, and telephone number of project owner and Architect/Engineer for verification. Provide total construction contract amount at notice to proceed (NTP), and final contract amount.
 - C. Tabbed Section E: Proposed Subcontractors/Suppliers (20 points). Bidder's list of Subcontractors/Suppliers proposed to be used on this Project and their planned M/W/DBE participation amount. Bidder to specifically include proposed major subcontractors, noting their experience on projects of similar scope, complexity, and value. Bidders submitting incomplete information will receive fewer points accordingly.
 - D. Tabbed Section C: Timely Project Completion and Closeout (10 points). Provide three (3) recent examples of proven ability to schedule and phase work properly to minimize impact to the project owners, including use of Critical Path Method scheduling and experience meeting project deadlines. Bidder must indicate initial scheduled

project duration in calendar days as defined in the respective contracts for construction, and the actual project duration from date of NTP to date of Substantial Completion. Bidder must also indicate duration from Substantial Completion to Final Completion, and a brief explanation as to project extension or delays, if applicable.

- E. Tabbed Section H: References (5 points).**
Provide three references over the last ten years from clients, project owners, Architects/Engineers, and Executive-level personnel, with their address and telephone number. Do not list any members of the Authority/TIRZ or the Houston Downtown Management District.
- F. Tabbed Section F: Safety (3 points).**
Provide safety record and program. Provide current Workmen's Compensation Modifier. Provide number of lost time incidents during last ten years and the associated total number of lost days related to safety incidents. Provide number of OSHA citations received over the last five years.
- G. Tabbed Section G: Claims History (2 points).**
List all projects in last ten years that have gone to claim, litigation, City Engineer's decision, mediation or arbitration with the owner. List outcome of City Engineer's decision, litigation or arbitration. List any construction projects that bidder failed to complete because of financial reasons, labor disputes, failure of employees to perform, or any other reason. List any unsatisfactory evaluations received from the City's Affirmative Action and Contract Compliance Division. Bidder to provide Bond Rating.
- H. Total Point Value for the criteria noted above in items A - G equals 100 possible points.**
- I. Based on the above criteria, a three-to-five-person panel comprised of Authority/TIRZ personnel and consultants will evaluate all valid bid proposals and render its recommendation to the Board of Directors for the Authority/TIRZ.**

END OF DOCUMENT

Document 00310

FORM OF PROPOSAL

To: The Board of Directors
Downtown Redevelopment Authority/
City of Houston Tax Increment Reinvestment Zone Number Three
LyondellBasell Tower, 1221 McKinney St., Ste. 4250
Houston, TX 77010

Project No.: 24-461.500-01

Project: Trebly Park Shade Structures
(Project Manual dated October 2024)

Bidder: _____
[Print or type full name of proprietorship, partnership,
corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Director of Construction (Project Manager) for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of

(\$ _____.)
[Print or type in words and figures, Bidder's Total Bid Price]

Combination Stipulated Price and Unit Price Contract.

The Contract is for the Total Bid Price with Unit Prices and Allowances, if applicable, per the tabulation in Document 00405 - Bid Price Form. The Authority/TIRZ may accept or reject all or part of the Bid, by accepting or rejecting unit prices given by the Bidder, and adjust the Total Bid Price accordingly.

Alternate Bids. Alternate Bid work, as listed in Document 00407 - Schedule of Alternates and described in the Bid Documents, will be performed for an amount added to the Total Bid Price for each Alternate Bid that is accepted by the Director of Construction. The Director of Construction and the Board of Directors will accept Alternate Bids at their discretion up to but not exceeding the budget amount available for the Project.

Security Deposit. Included herewith is a Security Deposit in the amount of 10 percent of the Total Bid Price, including Allowances and Alternate Bids, as required by Document 00100 - Instructions to Bidders.

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Authority/TIRZ and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

Forfeiture of Security Deposit. If this Bid is accepted within the time period stated above and the bonds and other required documentation listed in Document 00450 - Post-Bid Procedures are not provided within the time stated in that Document, the Security Deposit or a portion thereof shall be forfeited as described in Document 00100 - Instructions to Bidders.

Return of Security Deposit. If this Bid is not accepted within the time period stated above, the Security Deposit shall be returned to the undersigned in accordance with provisions of Document 00100 - Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time for acceptance.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work for all Phases will be achieved in seventy-five (75) calendar days from the Date of Commencement, as stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by Document 00650 - Notice to Proceed.

3.0 ADDENDA

Bidder acknowledges the following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

- Addendum No. _____, dated _____
- Addendum No. _____, dated _____
- Addendum No. _____, dated _____
- Addendum No. _____, dated _____
- Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID

The following Supplements are attached as an integral part of this Bid. All Supplements must be provided and completed in their entirety or the bid will be disqualified:

- Document 00315 - Security Deposit (*Form supplied by Bidder*)
- Document 00316 - Letter of Intent Concerning Availability of Performance Bond
- Document 00405 - Bid Price Form

- Document 00430 - Bidder's Statement of M/W/DBE Status
- Document 00440 - Conflict of Interest Questionnaire
- Document 00470 - Bidder's M/W/DBE Participation Plan
- Document 00471 - Pre-Bid Good Faith Efforts
- Others as listed: Bid Qualifications (*Form supplied by Bidder*) as described in Document 00100 - Instructions to Bidders

5.0 SIGNATURES:

Bidder: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

** By _____
[Signature][Date]

Name: _____
[Please print or type name][Title]

Mailing Address: _____

Physical Address: _____

Telephone: _____
[Print or type telephone number]

Email Address: _____

* If the Bid is a joint venture, provide additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by §37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

Document 00315

BIDDER'S BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

THAT WE, _____ [Bidder],
as Principal, hereinafter called Bidder, and the other subscriber hereto,
_____, as Surety, do
hereby acknowledge ourselves to be held and firmly bound to the Downtown
Redevelopment Authority (the "Authority")/City of Houston Tax Increment
Reinvestment Zone Number Three (the "TIRZ"), a body politic and corporate, in
the sum of _____ Dollars
(\$ _____) (an amount equal to 10 percent of the Total Bid Price,
including Cash Allowances and Alternate Bids, if any) for the payment of
which sum, well and truly to be made to the Authority/TIRZ and its
successors, the said Bidder and Surety do bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Bidder has submitted on or about this day a proposal offering to
perform the following:

[Project Description]

in accordance with the Drawings, Specifications, and terms and conditions
related thereto to which reference is hereby made.

NOW, THEREFORE, if the said Bidder's offer as stated in the Document 00310 -
Form of Proposal is accepted by the Authority/TIRZ, and the said Bidder
executes and returns to the Authority/TIRZ the number of original
counterparts of the Document 00510 - Form of Agreement required by the
Authority/TIRZ, on the forms prepared by the Authority/TIRZ, for the work
described herein and also executes and returns the same number of the
Performance, Payment and Maintenance Bonds (such bonds to be executed by a
Corporate Surety authorized by the State Board of Insurance to conduct
insurance business in the State of Texas, and having an underwriting
limitation in at least the amount of the bond) and other submittals as
required by Document 00450 - Post-Bid Procedures, in connection with the work
described herein, within the time specified, then this obligation shall
become null and void; otherwise it is to remain in full force and effect.

In the event that the Bidder is unable to or fails to perform the obligations undertaken herein, the undersigned Bidder and Surety shall be liable to the Authority/TIRZ for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the Authority/TIRZ on account of the failure of such Bidder to perform such obligations, the actual amount of such damages being difficult to ascertain.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

[Name of Bidder]

WITNESS: (if not a corporation)

By: _____
Title:
Date:

By: _____
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

[Full Name of Surety]

[Address of Surety for Notice]

[Address continued]

[Telephone Number of Surety]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

END OF DOCUMENT

Document 00316

LETTER OF INTENT CONCERNING AVAILABILITY OF PERFORMANCE BOND
EXAMPLE FORM OF LETTER

Note that this letter should be on letterhead of Surety.

DATE

Mr. Allen Douglas
Executive Director
Downtown Redevelopment Authority/
City of Houston Tax Increment Reinvestment Zone Number Three
LyondellBasell Tower
1221 McKinney St., Ste. 4250
Houston, TX 77010

Re: Trebly Park Shade Structures
Availability of Performance Bond

Dear Mr. Douglas:

Representing _____, this letter
acknowledges our intent to act as Surety for _____
if _____ is awarded the construction
contract as general contractor on the Trebly Park Shade Structures project by
the Downtown Redevelopment Authority/City of Houston Tax Increment
Reinvestment Zone Number Three. Our intent to act as Surety is based on the
Conditions of Obligation contained in Document 00610 of the Project Manual
dated October 2024. The maximum Contract Price covered by this letter of
intent is \$ _____.

Sincerely,

Name
Title with Surety

END OF DOCUMENT

Document 00405

BID PRICE FORM

This document, consisting of two (1) page, constitutes a Proposal Supplement to Document 00310 - Form of Proposal for the Downtown Redevelopment Authority Project titled Trebley Park Shade Structures.

When a Contract is awarded, this Document becomes a supplement to Document 00510 - Form of Agreement between the Downtown Redevelopment Authority / TIRZ 3 and Contractor.

The bidder, having examined all Drawings and Specifications dated October 2024 and the site of the proposed work and being familiar with all of the conditions of this proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including the related work which may not be specifically mentioned, but implied or intended, of which this proposal is a part. This bid will remain subject to acceptance for ninety (90) days after the date of the Bid opening.

SUMMARY - BID PRICE FORM

Division 01 - General Requirements	\$ _____
Division 02 - Existing Conditions/ Site Work	\$ _____
Division 05 - Metals	\$ _____
Division 09 - Finishes	\$ _____
Division 26 - Electrical	\$ _____
Division 32 - Exterior Improvements / Umbrellas	\$ _____
Division 33 - Site Utilities	\$ _____
TOTAL BID PRICE	\$ _____

(To be carried forward to Document 00310 - Form of Proposal)

Document 00430

BIDDER'S STATEMENT OF M/W/DBE STATUS

This certifies that the status of the Bidder, _____,
(Bidder's Name)
in regard to the City of Houston Code of Ordinances, Chapter 15, Article V,
relating to City-wide percentage goals for contracting with Minority and
Women Business Enterprises and Disadvantaged Business Enterprises (M/W/DBE)
is as follows:

1. The Bidder (individual, partnership, corporation) does [] does not [] declare itself to be a Minority Business Enterprise as defined above.
2. The Bidder (individual, partnership, corporation) does [] does not [] declare itself to be a Women's Business Enterprise as defined above.
3. The Bidder (individual, partnership, corporation) does [] does not [] declare itself to be a Disadvantaged Business Enterprise as defined above.
4. **(Applicable only if bidder is M/W/DBE.)**
The Bidder (individual, partnership, corporation) is [] is not [] registered and certified with the City of Houston Office of Business Opportunity (OBO).
(If not, call the OBO at (832) 393-0600.)

Signature: _____

Title: _____

Date: _____

END OF DOCUMENT

Document 00440

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

END OF DOCUMENT

Document 00450

POST-BID PROCEDURES

DOCUMENT INCLUDES

- 1.0 Notice of Intent to Award
- 2.0 Form of Agreement
- 3.0 Requirements of Bidder
- 4.0 Failure of Bidder to comply with requirements
- 5.0 Notice to Proceed
- 6.0 Pre-construction Conference
- 7.0 Starting the Project

1.0 NOTICE OF INTENT TO AWARD

- A. The Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ") will provide written Notice of Intent to Award (the Contract) to the Selected Bidder, stating that, upon compliance with the conditions listed herein, within ten (10) days after receipt of the notice, and on approval by its Board of Directors, the Authority/TIRZ will execute and deliver the Agreement.

2.0 FORM OF AGREEMENT

- A. The Agreement shall be Document 00510 - Agreement Between the Authority/TIRZ and Contractor, together with Supplements enumerated in and attached thereto.

3.0 REQUIREMENTS OF BIDDER

- A. Within ten (10) days of receipt of the Notice of Intent to Award, the Selected Bidder shall execute and deliver to the Director of Construction for the Authority/TIRZ's approval those documents indicated by an "X" below:

- 1. [X] Document 00510 - Four Agreement Forms Between the Authority/TIRZ and Contractor signed by the Contractor
- [X] Document 00511 - Resolution of Corporation
- [X] Document 00610 - Performance Bond
- [X] Document 00611 - Statutory Payment Bond
- [X] Document 00612 - One-year Maintenance Bond
- [X] Document 00613 - One-year Surface Correction Bond
- [X] Document 00615 - Affidavit of Insurance
(with Certificate of Insurance attached)
- [X] Document 00620 - List of Proposed Subcontractors and Suppliers, Part A - M/W/DBE Participation Plan
- [X] Executed Subcontract(s), Letter(s) of Intent, or documentation of good faith efforts to meet the M/W/DBE goal
- [X] Document 00620 - List of Proposed Subcontractors and Suppliers, Part B - Schedule of Non M/W/DBE Subcontractors and Suppliers
- [X] Document 00622 - Name and Qualifications of Proposed Superintendent *(Contractor creates this document.)*
- [X] Document 00626 - History of OSHA Actions and On-the-job Injuries
- [X] Document 00631 - Affidavit of Office of Business Opportunity Contract Compliance

- Document 00632 - Certification by Proposed Material Suppliers, Lessors, and Professional Service Providers Regarding Equal Employment Opportunity
- Document 00635 - Drug Policy Compliance Agreement
- Document 00636 - Contractor's Drug-free Workplace Policy
(Contractor creates this document.)
- Document 00637 - List of Safety Impact Positions (Contractor creates this list. Do not submit if submitting Document 00638.)
- Document 00638 - Contractor's Certification of No Safety Impact Positions (Do not submit if submitting Document 00637.)
- Document 00645 - Form of Business
- Others as listed:

Form 1295 - Texas Ethics Commission Certificate of Interested Parties

2. Original forms contained in Document 00630 - Affirmative Action Compliance Program:
 - Page 00630-5, Certification by Bidder Regarding Equal Employment Opportunity
 - Page 00630-7, Certification by Bidder Regarding Equal Employment Opportunity (continued), or copy of latest EEO-1 form (required only if Contractor has a work force of 50 or more people and the Contract Amount is \$50,000 or more)
 - Page 00630-8, Office of Business Opportunity Compliance Program
 - Page 00630-9, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees
 - Page 00630-10, The Name of the Company's EEO Officer
3. An original completed form Document 00632 - Certification by Proposed Material Suppliers, Lessors, and Professional Service Providers Regarding Equal Employment Opportunity, for each proposed material supplier and equipment supplier.
4. Designations of Subcontractors and Suppliers, who have been selected by the Contractor in Part A - M/W/DBE Participation Plan of Document 00620 - List of Proposed Subcontractors and Suppliers, and accepted by the Authority/TIRZ, may be changed only with prior notice and acceptance by the Director of Construction as provided in Document 00640 - Bidder Requirements for Minority, Women, and Disadvantaged Business Enterprise (M/W/DBE) Program.
5. Designations of Subcontractors and Suppliers, who have been selected by the Contractor in Part B - Schedule of Non-M/W/DBE Subcontractors and Suppliers of Document 00620 - List of Proposed Subcontractors and Suppliers, and accepted by the Authority/TIRZ, may be changed only with prior notice and acceptance by the Director of Construction as provided in Document 00700 - General Conditions. For each material or equipment supplier subsequently added or substituted, provide an original completed form, Document 00632 - Certification by Proposed Material Suppliers, Lessors, and Professional Service Providers Regarding Equal Employment Opportunity, directly to the Director of Construction.
6. On Contractor's request, the Director of Construction may grant an extension of time, not to exceed ten (10) days, to furnish documents specified in Paragraph 3.0A. If Contractor is required to resubmit documents specified in Paragraph 3.0A, he shall do so within the time limits provided in the request for resubmission.

4.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document 00450 within the stated time, the Authority/TIRZ may declare the award in default and require forfeiture of the Security Deposit.
- B. After the Authority/TIRZ's written notice of default to the Bidder, the Authority/TIRZ may award the Contract to the responsible Bidder whose offer is the next highest ranked proposal per the Selection Criteria, and the Security Deposit of the Bidder in default shall be forfeited to the Authority/TIRZ in accordance with the provisions of Document 00100 - Instructions to Bidders.

5.0 NOTICE TO PROCEED

- A. Upon the Authority/TIRZ's execution of the Agreement and delivery to Contractor, the Director of Construction shall provide the Contractor Document 00650 - Notice to Proceed on that same day, which notice shall establish the Date of Commencement of the Work.
- B. The Contractor shall acquire all permits required for the construction of the project.

6.0 PRE-CONSTRUCTION CONFERENCE

- A. Not later than ten (10) days after the date of Document 00650 - Notice to Proceed, but before Contractor starts work at the site, the Authority/TIRZ will convene a Pre-construction Conference as specified in Section 01312 - Coordination and Meetings.

7.0 STARTING THE PROJECT

- A. Contractor shall start performance of the Work upon Notice to Proceed, but no Work shall be done at the site prior to that date.
- B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage. Questions regarding wages should be directed to the Director of Construction.
- C. A copy of certified payrolls for Contractor and for all Subcontractors must be submitted to the Authority/TIRZ weekly, from the first to the last week of the Project. The forms for Subcontractors located in Document 00630 - Office of Business Opportunity Compliance Program (pages 00630-26 through 00630-28) shall be submitted to the Authority/TIRZ prior to, or in conjunction with, the first certified payroll.
- D. There are other requirements placed on the Contractor upon receipt of Notice to Proceed described in Section 01010 - Summary of Work.

END OF DOCUMENT

Document 00455

NOTICE OF INTENT TO AWARD

[ADD DATE HERE]

COMPANY
ATTN: NAME
ADDRESS
CITY/ST/ZIP

RE: NOTICE OF INTENT TO AWARD (Document 00455)
Trebley Park Shade Structures
Project Number 24-461.500-01

Dear Mr. _____:

You are hereby notified that your Bid dated _____ for the above Contract has been considered. You are the Selected Bidder and, subject to the approval of the Board of Directors on project funding, it is the intent of the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), on your satisfactory compliance with requirements listed in the attached Document 00450 - Post-Bid Procedures, and below, to award a construction contract for:

Trebley Park Shade Structures

The Contract Price of the Agreement is _____ Dollars

(\$ _____).

One copy of the proposed Agreement accompanies this Notice. Comply with the following conditions by _____, 2024. **FAILURE OF BIDDER TO MEET SUCH CONDITIONS ON OR BEFORE SUCH DATE MAY RESULT IN APPLICATION OF PROVISIONS OF DOCUMENT 00450 - POST-BID PROCEDURES, PARAGRAPH 5.0.**

1. Deliver to the Authority/TIRZ, 1313 Main Street, Houston, Texas 77002, four executed copies (original signatures, not reproduced) of the Agreement, each document listed in Document 00450, and those items listed in Paragraph 2 below.
2. Requirements other than those listed in Document 00450:

After complying with these conditions, the Authority/TIRZ will return two fully executed counterparts of the Agreement with the Contract Documents attached.

Failure to comply with the stated conditions within the time specified will entitle the Authority/TIRZ to consider your bid in default, to void this Notice of Intent to Award, and to declare your Security Deposit forfeited.

Sincerely,

Brett DeBord
Director of Construction

cc: Allen Douglas, Executive Director

END OF DOCUMENT

Document 00470

BIDDER'S MWBE PARTICIPATION PLAN

The Bidder shall submit this completed form with the bid, to demonstrate the Bidder's plan to meet the contract-specific M/W/DBE goal. If Bidder cannot meet the contract goal, the Bidder has the burden to demonstrate "Good Faith Efforts," which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), the documentation evidencing their "Good Faith Efforts." The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. For more information: <http://www.houstontx.gov/obo>

MWDBE Goal 20%	Bidder's Participation Plan Percentage	MBE	WBE	DBE	Total
--------------------------	-----------------------------------------------	------------	------------	------------	--------------

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places)	Cert. Type for Goal: MBE, WBE, DBE	Certified Firm Contact Information (Name, Address, Phone, and Email)

Signature for Company: _____ *

Printed Name: _____

Company Name: _____

Phone #: _____

Date: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

Document 00470

CONTINUATION PAGE

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places)	Cert. Type for Goal: MBE,WBE, DBE	Certified Firm Contact Information (Name, Address, Phone, and Email)

Signature for Company: _____ *

Printed Name: _____

Company Name: _____

Phone #: _____

Date: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

Document 00471

PRE-BID GOOD FAITH EFFORTS

Bidder Name: _____ Project Name: _____

A Bidder that may be unable to complete or follow a Participation Plan to meet the Contract Goal in the Supplemental Conditions (Document 00800) must submit this completed form, providing supporting documentation evidencing "Good Faith Efforts" with the bid. The Bidder has the burden to demonstrate "Good Faith Efforts" to meet the M/W/DBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the City's Good Faith Efforts Policy. The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent bidder.

UNLESS THE BIDDER'S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

NAICS Code	Plan Item No.	MWDBE Type for Goal	Certified Firm Name Address, Phone No., and E-Mail	Certified Firm Contact Person	Methods of Contact	Prime Contact Dates	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

Company Name: _____

CONTINUATION PAGE

NAICS Code	Plan Item No.	MWDBE Type for Goal	Certified Firm Name Address, Phone No., and E-Mail	Certified Firm Contact Person	Methods of Contact	Prime Contact Dates	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

Company Name: _____

Document 00510

AGREEMENT BETWEEN THE DOWNTOWN REDEVELOPMENT AUTHORITY/
CITY OF HOUSTON TAX INCREMENT REINVESTMENT ZONE NUMBER THREE
AND CONTRACTOR

The Owner: The Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), LyondellBasell Tower, 1221 McKinney St., Ste. 4250, Houston, Texas 77010 and

The Contractor: _____
(Address for Written Notice) _____

Project Number: 24-461.500-01

The Project Title: Treibly Park Shade Structures

The Project Location: Downtown Houston

The Director of Construction: Brett DeBord

(Address for Written Notice) 1313 Main Street
Houston, TX 77002

The Architect/Engineer is: Ryan Marchesi RA, RID, NCARB, LEED, AP, ASID,
IIDA

(Street Address) 2 Houston Center, 909 Fannin Street, Suite 200
Houston, TX 77010

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

**ARTICLE 1
WORK OF THIS CONTRACT**

1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein.

**ARTICLE 2
DATE OF COMMENCEMENT OF WORK AND DATE OF SUBSTANTIAL COMPLETION**

2.1 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is the date established by Notice to Proceed from the Authority/TIRZ to the Contractor.

2.2 The Contractor shall achieve Substantial Completion of the Work not later than seventy-five (75) days after the Date of Commencement of the Work, subject to adjustments of the Contract Time as provided in Contract Documents.

2.3 Should Contractor fail to achieve Substantial Completion of the Work within that Contract Time, the Contractor shall be liable to the Owner for LIQUIDATED DAMAGES as stipulated in the General Conditions and Supplementary Conditions.

**ARTICLE 3
THE CONTRACT PRICE**

3.1 Subject to all the terms and conditions of the Contract Documents, the Authority/TIRZ shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Price of

_____ (\$_____)

3.2 The Contract Price, for those unit price items of Work which are listed in Document 00405 - Bid Price Form, when attached, is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

3.3 The Contract Price is based upon the Contractor's Bid, including the Alternate Bids, if any, described in the Contract Documents and hereby accepted by the Authority/TIRZ:

**ARTICLE 4
PAYMENTS**

4.1 The Owner shall make progress payments to the Contractor on account of the Contract Price as provided below and elsewhere in the Contract Documents.

4.2 The period covered by each progress payment shall be one calendar month ending on the last day of the month.

4.3 The Contractor shall submit an Application for Payment, and upon review and approval, the Authority/TIRZ will make a progress payment on the basis of such Application as provided in the General Conditions.

4.4 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Authority/TIRZ to the Contractor as provided in the General Conditions or as follows:

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that

provision as amended or supplemented by other provisions of the Contract Documents.

- 5.2 The Contract may be terminated by the Authority/TIRZ or by the Contractor as provided in the General Conditions.
- 5.3 The Work may be suspended by the Authority/TIRZ as provided in the General Conditions.

**ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS**

- 6.1 The basis for this Agreement is this executed Document 00510 - Agreement Between the Authority/TIRZ and Contractor. Other Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated under this Article and, unless otherwise noted, are contained in the Project Manual dated October 2024.
- 6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS STATED IN PARAGRAPH 3.24.**
- 6.3 The Supplementary Conditions of the Contract are those stated in Document 00800.
- 6.4 The Specifications.
- 6.5 The Drawings are identified by Trebly Park Shade Structures Index of Sheets and bound separately.
- 6.6 The Addenda, issued separately, which apply to Contract Documents, are as follows:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

- 6.7 Attachments to this Agreement are as follows:

<u>Document No.</u>	<u>Title</u>
[X] 00405	Bid Price Form
[X] 00511	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Payment Bond
[X] 00612	One-Year Maintenance Bond
[X] 00613	One-Year Surface Correction Bond
[X] 00615	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00631	Affidavit of Compliance with Office of Business Opportunity Program
[X] 00645	Form of Business

This Agreement is effective as of the date of countersignature by the Executive Director and is executed in two original copies, one of which is to be retained by the Executive Director and one to be delivered to the Contractor.

CONTRACTOR:

(If Joint Venture)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

DOWNTOWN REDEVELOPMENT AUTHORITY

By: _____
[Executive Director]
Date:

END OF DOCUMENT

Document 00511

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

[Name of Corporation / Contractor]

on the ____ day of _____, 2024, that _____,
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and

That the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this ____ day of _____, 2024.

Secretary/Assistant Secretary

END OF DOCUMENT

DOCUMENT 00 60 00

PROJECT FORMS

PART 1 - GENERAL

1.01 ADMINISTRATIVE FORMS

A. Information and Modification Forms: Attached at the end of this Section. Construction Management software generated forms may be substituted for those below provided the forms contain substantially the same information.

1. Submittal Transmittal.
2. Req for Interpretation (RFI).
3. Substitution Request.
4. Punch List.
5. Certificate of Substantial Completion.

B. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."

C. Embodied Carbon and Sustainable Design Forms:

1. Environmental Product Declaration (EPD) Reporting Form. (Reference in Section 01 81 33).

END OF DOCUMENT



SUBMITTAL TRANSMITTAL

Project: _____ Date: _____
A/E Project Number: _____

TRANSMITTAL A To (Contractor): _____ Date: _____ Submittal No. _____
From (Subcontractor): _____ By: _____ [] Resubmission

Table with 4 columns: Qty., Reference / Number, Title / Description / Manufacturer, Spec. Section Title and Paragraph / Drawing Detail Reference

- Submitted for review and approval
Resubmitted for review and approval
Complies with contract requirements
Will be available to meet construction schedule
A/E review time included in construction schedule
Substitution involved - Substitution request attached
If substitution involved, submission includes point-by-point comparative data or preliminary details
Items included in submission will be ordered immediately upon receipt of approval

Other remarks on above submission: [] One copy retained by sender

TRANSMITTAL B To (A/E): _____ Attn: _____ Date Rec'd by Contractor: _____
From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

- Approved
Approved as noted
Revise / Resubmit
Rejected / Resubmit

Other remarks on above submission: [] One copy retained by sender

TRANSMITTAL C To (Contractor): _____ Attn: _____ Date Rec'd by A/E: _____
From (A/E): _____ [] Other By: _____ Date Trnsmt'd by A/E: _____

- Approved
Approved as noted
Not subject to review
No action required
Revise / Resubmit
Rejected / Resubmit
Approved as noted / Resubmit
Provide file copy with corrections identified
Sepia copies only returned
Point-by-point comparative data required to complete approval process
Submission Incomplete / Resubmit

Other remarks on above submission: [] One copy retained by sender

TRANSMITTAL D To (Subcontractor): _____ Attn: _____ Date Rec'd by Contractor: _____
From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

Copies: [] Owner [] Consultants [] _____ [] _____ [] _____ [] One copy retained by sender

Request for Interpretation

Gensler

Project	RFI Number
To	Date
Attention	Project Number
From	File 6RFI
Issued By	Drawing Sheet / Location
Subject	Detail
Distribution	Specifications Page Number
	This is page 1 of

Problem, Cause and Proposed Solution (attach sketches as necessary)

Effect on Schedule

Effect on Cost

Reply

Reply Needed by

Signature

Date

2 Houston Center
909 Fannin, Suite 200
Houston TX 77010
Tel: +1 713.844.0000
Fax: +1 713.844.0001

Substitution Request

Project	Date
Project Location	Project Number
General Contractor	File 6S
Prepared by	This is page 1 of

We certify that the following product is equal or superior to the specified product in appearance, durability, performance, and in every other respect, and we hereby submit it for your consideration as a substitute for the specified item for the above-mentioned project:

- | 1. Specified Item | Section |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 2. Proposed Substitution | |
| 3. Reason for Substitution | |
| 4. Costs (Provide a complete breakdown of costs, including the cost amount to be DEDUCTED from the Contract Sum if the proposed substitution is accepted. Include documentation for both materials and labor.) | |
| 5. Schedule (Describe substitution's affect on construction schedule) | |
| 6. Supporting Data <ul style="list-style-type: none">Cutsheets: Attach complete technical data, including laboratory tests, if applicable.Installation: Include complete information on changes to Drawings and/or Specifications describing the steps that the proposed substitution will require for its proper installation.Samples: Submit with request all necessary samples and substantiating data clearly marked to prove equal quality and performance to that which is specified. | |
| 7. List ways in which the substitution affects dimensions shown on Drawings | |
| 8. List affects of proposed substitution on other trades | |
| 9. List ways in which proposed substitution will be affected by applicable code requirements and agency approval | |
| 10. List differences between proposed substitution and specified item | |
| 11. Manufacturer's warranties of the proposed and specified items are: | <input type="checkbox"/> Same <input type="checkbox"/> Different |

Explain:

2 Houston Center
909 Fannin, Suite 200
Houston TX 77010
Tel: +1 713.844.0000
Fax: +1 713.844.0001

12. List information on availability of maintenance service and source of replacement materials

13. Certification of, and Assumption of Liability for, Equivalent Performance

The undersigned certifies that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified item and is in full compliance with the Contract Documents and applicable regulatory requirements.

Supplier _____ **Signature** _____
Telephone No. _____ **Date** _____

Signature must be by person authorized to legally bind his/her firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

General Contractor _____ **Signature** _____
Telephone No. _____ **Date** _____

Punch List

Gensler

Project	Date of Observation	
Project Location	Project Number	
List Number	File	6PL
	This is page	1 of

Present

Field review by Gensler disclosed the item(s) listed below, which is/are not in accordance with the Contract Documents. Contractor shall, upon receipt of this list, and before Gensler issues the Certificate of Substantial Completion, proceed promptly to complete and correct the item(s) and shall then submit a request for another field review by Gensler to determine Substantial Completion. This list supplements Contractor's Punch List and, unless otherwise noted, supersedes Gensler's previous list(s). Gensler will rely on this list as the approved record of matters discussed and conclusions reached, unless Contractor's written notice to the contrary is received by Gensler within seven calendar days of the date this list was issued.

Distribution

Prepared by	Date Issued
--------------------	--------------------

Space / Item Number / Descriptions / Observations

Certificate of Substantial Completion

Gensler

Project	Project Number	
Project Location	Date Issued	
Owner / Client	File	6SC
Contract Date	This is Page	1 of

Date of Substantial Completion

Date of Substantial Completion is applicable to	<input type="checkbox"/> Entire Project	<input type="checkbox"/> Designated Portion of Project, as described below
Punch List	<input type="checkbox"/> Attached	<input type="checkbox"/> Transmitted Separately <input type="checkbox"/> None

The Work performed under the Contract for Construction has been reviewed and found, to Architect's best knowledge, information and belief, to be substantially complete as of the Date of Substantial Completion entered above. The Date of Substantial Completion is the date when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents (including any approved change Orders) and all required final inspections and permits have been obtained so Owner can occupy or utilize the Work for its intended use, subject only to completion of minor items (Punch List).

The Work, or designated portion thereof shall include:

A list of items to be completed or corrected and the date(s) when such items are to be completed (Punch List) may be attached hereto or transmitted separately. This Certificate of Substantial Completion or omission of any item from the Punch List shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Architect shall not be responsible for any omission from, or other discrepancy on, the Punch List. Contractor agrees to complete or correct the items listed on the Punch List within _____ days of the above date of Substantial Completion.

Warranties required under the Contract Documents shall commence on the Date of Substantial Completion, except for Punch List items and other incomplete work, warranties for which shall commence on the date such work is satisfactorily completed, unless otherwise agreed in writing by Owner and Contractor.

The Owner and Contractor shall fulfill and transfer responsibilities with regard to insurance, utilities, maintenance, damage, security, surety, and the like, in accordance with the Contract Documents or other written agreement between them.

The Architect has conducted no tests for, and made no determination of the presence or lack of asbestos or other hazardous or toxic substances or pollutants.

The Basic Services of the Architect shall end 30 days after the Date of Substantial Completion, unless otherwise stated in the Owner/Architect Agreement or agreed in writing.

Begin text here . . .

Architect	Gensler	By	Date Signed
Owner / Client		By	Date Signed

2 Houston Center
909 Fannin, Suite 200
Houston TX 77010
Tel: +1 713.844.0000
Fax: +1 713.844.0001

Certificate of Substantial Completion continued

Gensler

Project

Project Number

Project Location

2 of

Contractor

By

Date Signed

Environmental Product Declaration Reporting Form

Project Name _____ **Project Location** _____

General Contractor _____ **Date** _____

Subcontractor _____ **File** 6ER **This is page** 1 **of** 1

The information below identifies the status of a Type III Environmental Product Declaration in accordance with ISO 14025 for the product(s) listed below.

Manufacturer _____ **Product** _____

- The product listed above has available one of the following Type III Environmental Product Declarations:
 - Product-Specific Type III Environmental Product Declaration. **See attached.**
 - Industry-Wide (Generic) Type III Environmental Product Declaration. **See attached.**
- A Type III Environmental Product Declaration is IN DEVELOPMENT for the product listed above and will be published by the provided date:
Date: _____
- A Type III Environmental Product Declaration is NOT AVAILABLE for the product at this time.

We certify that the following information is accurate to the best of our knowledge at the time of submission.

Contractor Signature _____ **Date** _____

Document 00610

PERFORMANCE BOND

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

THAT WE, _____, as Principal, hereinafter called Contractor and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), governmental agencies of the State of Texas, in the sum of _____ Dollars (\$ _____) for the payment of which sum, well and truly to be made to the Authority/TIRZ and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. Further, provided that if the Authority/TIRZ assigns all of its interests in the contract to the City of Houston, the Authority/TIRZ may in conjunction with such assignment similarly assign all its interests under this bond to the City of Houston and Principal and Surety shall be bound by such assignment.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the Authority/TIRZ for Trebley Park Shade Structures, Project Number 24-461.500-01, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the Authority/TIRZ Board of Directors, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the Authority/TIRZ or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the Authority/TIRZ shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the Authority/TIRZ's benefit, and the Authority/TIRZ shall have the right to pay or withhold such retained amounts

or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the Authority/TIRZ or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the Authority/TIRZ from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract.

If the Contract Price is greater than \$1 million and in the event that the Authority/TIRZ shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the Authority/TIRZ the sum of 10 percent of whatever amount may be recovered by the Authority/TIRZ in suit or legal proceeding, which sum of 10 percent is agreed by all parties to be indemnity to the Authority/TIRZ for the expense of or time consumed by its Attorney, his assistants, and office force, and other cost and damage occasioned to the Authority/TIRZ. This amount of 10 percent is fixed and liquidated by the parties, it being agreed by them that the exact damage to the Authority/TIRZ would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

(continued)

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

[Name of Contractor]

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

[Full Name of Surety]

[Address of Surety for Notice]

[Telephone Number of Surety]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF DOWNTOWN REDEVELOPMENT
AUTHORITY:

Executive Director

END OF DOCUMENT

Document 00611

STATUTORY PAYMENT BOND

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

THAT WE, _____, as Principal, hereinafter called Contractor and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), governmental agencies of the State of Texas, in the sum of, _____ Dollars (\$ _____) for the payment of which sum, well and truly to be made to the Authority/TIRZ and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. Further, provided that if the Authority/TIRZ assigns all of its interests in the contract to the City of Houston, the Authority/TIRZ may in conjunction with such assignment similarly assign all its interests under this bond to the City of Houston and Principal and Surety shall be bound by such assignment.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the Authority/TIRZ for Trebley Park Shade Structures, Project Number 24-461.500-01, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the Authority/TIRZ Board of Directors, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

(continued)

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

[Name of Contractor]

By: _____

Name:
Title:

By: _____

Name:
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

[Full Name of Surety]

[Address of Surety for Notice]

[Telephone Number of Surety]

By: _____

Name:
Title:
Date:

By: _____

Name:
Title: Attorney-in-Fact
Date:

THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF DOWNTOWN REDEVELOPMENT
AUTHORITY:

Executive Director

END OF DOCUMENT

Document 00612

ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

THAT WE, _____, as Principal, hereinafter called Contractor and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), a public non-profit local government corporation, in the sum of

_____ Dollars (\$ _____) for the payment of which sum well and truly to be made to the Authority/TIRZ and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the Authority/TIRZ for Trebly Park Shade Structures, Project Number 24-461.500-01, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the Authority/TIRZ Board of Directors, all of which are made a part of this instrument as fully and completely as if set out in full herein, and such work to be conveyed upon completion by the Authority/TIRZ to the City of Houston.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 12.2.2 of the General Conditions, and correct Work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

(continued)

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

[Name of Contractor]

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

[Full Name of Surety]

[Address of Surety for Notice]

[Telephone Number of Surety]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF DOWNTOWN REDEVELOPMENT
AUTHORITY:

Executive Director

END OF DOCUMENT

Document 00613

ONE-YEAR SURFACE CORRECTION BOND

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), a public non-profit local government corporation, in the sum of _____ Dollars (\$ _____) such sum being equal to _____ percent of the total Contract Amount, for the payment of which sum to be made to the City of Houston and its successors, Contractor and Surety do bind themselves, their successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has entered into a Contract in writing with the Authority/TIRZ, dated of even date herewith, for Trebley Park Shade Structures, Project Number 24-461.500-01, all of such work to be done as set out in full in said Contract Documents therein referred to, and adopted by the Board of Directors of the Authority/TIRZ, all of which are made a part of this instrument as fully and completely as if set out in full herein, and such work to be conveyed upon completion by the Authority/TIRZ to the City of Houston.

NOW THEREFORE, if the Contractor shall comply with the provisions of Paragraph 12.2.2 of the General Conditions, and repair, replace, restore, and correct surface work associated with backfill operations of subsurface work not in accordance with the Contract Documents discovered within one year from the date that the One-year Maintenance Bond has expired, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

(continued)

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

[Name of Contractor]

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

[Full Name of Surety]

[Address of Surety for Notice]

[Telephone Number of Surety]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF DOWNTOWN REDEVELOPMENT
AUTHORITY:

Executive Director

END OF DOCUMENT

Document 00615

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
[Affiant]

being by me duly sworn on his oath stated that he is _____, of
[Title]

_____,
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on _____
[Date]

Notary Public in and for the State of TEXAS

[Print or type Notary Public name]

My Commission Expires: _____
[Expiration Date]

END OF DOCUMENT

Document 00620

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS - PART A¹
 M/W/DBE PARTICIPATION PLAN

PROJECT NAME: _____ TOTAL CONTRACT AMOUNT: \$ _____

PROJECT NO.: _____ M/W/DBE PARTICIPATION AMOUNT: \$ _____

DATE OF REPORT: _____ M/W/DBE PERCENTAGE: _____ %

SUBCONTRACTOR OR SUPPLIER ² (DESIGNATE AS MINORITY, WOMAN, OR DISADVANTAGED BUSINESS)	ADDRESS	SCOPE OF WORK ³	AGREED PRICE

- NOTES:**
1. RETURN PART A FOR PROJECTS WITH A STATED M/W/DBE PERCENTAGE GOAL. RETURN WITHIN THE SPECIFIED NUMBER OF DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD AS REQUIRED IN DOCUMENT 00640 - BIDDER REQUIREMENTS FOR M/W/DBE PROGRAM.
 2. FIRMS LISTED IN PART A MUST BE CERTIFIED BY THE CITY OF HOUSTON OFFICE OF BUSINESS OPPORTUNITY CONTRACT COMPLIANCE DIVISION.
 3. DESCRIBE THE WORK TO BE PERFORMED, SUCH AS PAVING, ELECTRICAL, ETC.

CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED.

SIGNATURE: _____ COMPANY NAME: _____

NAME: _____ TITLE: _____
 (Type or Print)

Document 00620

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS - PART B¹
SCHEDULE OF NON-M/W/DBE SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: _____ DATE OF REPORT: _____
PROJECT NO.: _____

SUBCONTRACTOR OR SUPPLIER	ADDRESS	SCOPE OF WORK ²

- NOTES:** 1. RETURN PART B FOR ALL PROJECTS WITHIN 10 DAYS OF NOTICE OF INTENT TO AWARD.
2. DESCRIBE THE WORK TO BE PERFORMED, SUCH AS PAVING, ELECTRICAL, ETC.

CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED.

SIGNATURE: _____ COMPANY NAME: _____

NAME: _____ TITLE: _____
(Type or Print)

END OF DOCUMENT

Document 00626

HISTORY OF OSHA ACTIONS AND LIST OF ON-THE-JOB INJURIES

Prior to award of the Contract, the apparent successful Bidder will be required to file with the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ") the following:

1. A history of all OSHA actions, advisories, etc., the Contractor has received on all jobs worked in any capacity, prime or subcontractor. The history shall be for the five-year period preceding the bid date of this Project.
2. A list of all on-the-job injuries, accidents, and fatalities suffered by any present or former employees of the Contractor during the same five-year period.
3. If less than the five-year period, give the date the Contractor started doing business.

This information must be submitted to the Authority/TIRZ within the time period stated in Document 00455 - Notice of Intent to Award. An officer of the company must certify in a notarized statement that the information submitted is true and correct.

END OF DOCUMENT

Document 00630

OFFICE OF BUSINESS OPPORTUNITY COMPLIANCE PROGRAM
(Downtown Redevelopment Authority/Tax Increment Reinvestment Zone Number
Three Information Requirements for the Successful Bidder on
Construction Contracts)

CONTRACT COMPLIANCE REQUIREMENTS.....CC-2

DOCUMENTS THAT MUST BE SIGNED AND RETURNED TO THE DOWNTOWN REDEVELOPMENT
AUTHORITY/TAX INCREMENT REINVESTMENT ZONE NUMBER THREE PRIOR TO FINAL
EXECUTION OF CONTRACT

Certification by Bidder Regarding Equal Employment OpportunityCC-5

Office of Business Opportunity Compliance Program For [Company]CC-7

Certificate from ContractorCC-8
Appointing Officer or Employee to Supervise Payment of Employees

Special ProvisionsCC-9
Specific Equal Employment Opportunity Policy

INFORMATION THAT MUST BE SUPPLIED DURING THE COURSE OF THE WORK

Certification By Proposed Subcontractor Regarding Equal Employment
Opportunity.....CC-26

Certificate from SubcontractorCC-28
Appointing Officer or Employee to Supervise Payment of Employees

PLEASE COMPLETE PAGES CC-6 THROUGH CC-11 AND MAIL TO:

Downtown Redevelopment Authority/
Tax Increment Reinvestment Zone Number Three
1313 Main Street
Houston, Texas 77002
Attn: Director of Construction

The remainder of the reports can be mailed at the appropriate time.

**OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE OFFICE
CONTRACT COMPLIANCE REQUIREMENTS**

The following are Contract Compliance requirements to be met and documents to be submitted to:

Downtown Redevelopment Authority (the "Authority")/
Tax Increment Reinvestment Zone Number Three (the "TIRZ")
1313 Main Street
Houston, Texas 77002

Under the conditions and terms of this Authority/TIRZ construction contract, the prime contractor is responsible for all labor and M/W/DBE compliance, including subcontractor compliance.

CONTRACT COMPLIANCE FORMS (CC Forms)

These forms are submitted only once by prime contractors at the beginning of the Project:

CC Forms 6-8, 9, 10 and 11-16 by prime contractors.

These forms are submitted only once by subcontractors for each subcontract:

CC Forms 34-36 and 37 by subcontractors.

CERTIFIED PAYROLLS

1. Payrolls are submitted weekly, unless the prime Contractor has been instructed to do otherwise by the Authority/TIRZ. (In some cases, field audits will be conducted instead of weekly payroll submittals.) Contractors will be notified by letter when projects are audited by the field audit process. When no work is done after a Contractor has started work, the Contractor is required to submit weekly compliance statement with no work performed. The payrolls must reflect the exact work and classification of the workers, the exact amount that they were paid. Workers must be paid the contracted amount (prevailing wage rates.) The Contractor will be penalized \$60.00 a day for each employee who is underpaid per General Government Code 2258-023 for all contracts except Federally Funded Contract.
2. Payrolls must be signed by an authorized person. Only ORIGINAL signatures are acceptable - no copied signatures. Payrolls must clearly indicate whether the worker worked inside or outside the project's construction area.
3. Payrolls must be numbered and clearly marked: the first payroll as No. 1; etc. Payroll for the final week worked on the job should be marked "FINAL."
4. Payrolls must have "Week Ending" dates.
5. Payrolls must have employees' names, addresses, social security numbers, and job classifications. The job classifications must be the same as the classifications on the prevailing wage rate schedule.
6. A payroll deduction authorization form must be submitted for each employee for any deductions other than Federal and FICA taxes and court ordered child support.

Contract Compliance Requirements (continued)

7. Employees must be paid overtime (time and a half) for all hours worked over forty (40) hours a week on both federally and City-funded contracts.
8. The Contractor has the responsibility to comply with all Internal Revenue Service rules and regulations. Contractors who submit certified payrolls with owner operators (truckers) must submit a signed statement from each worker acknowledging the worker's responsibility for payment of Federal Income Tax and FICA.
9. Companies that have computerized payroll systems must copy the back of the certified payroll, WH-Form 347, and submit it with the authorized official's original signature.
10. Apprenticeship certificates, when applicable, must be submitted with payrolls.

Prime Contractor must submit a list of all Subcontractors (both minority and non minority). The list must contain the names, addresses, types of work, amount of contracts and M/W/DBE status.

POSTINGS

The following posters should be clearly displayed on each job site, or in case of annual service agreements, in the Contractor's office:

1. Prevailing Wage Rate Schedule
2. Equal Employment Opportunity

JOB SITE VISITS

Site visits and field audits will be made by an Authority/TIRZ representative. He/She will make his/her presence known to the office manager, supervisor, or foreman, and will conduct interviews with employees on site.

M/W/S/DBE COMPLIANCE

1. It is the responsibility of the prime Contractor to determine the ability of all Subcontractors to perform the work.
2. Only companies certified by the City of Houston Office of Business Opportunity will be counted toward the participation goal. The City provides a Directory of certified companies for use by contractors in meeting M/W/DBE goals. CREDIT FOR PARTICIPATION WILL BE GIVEN ONLY IN THE SPECIFIC CATEGORY OF CERTIFICATION LISTED IN THE M/W/DBE DIRECTORY.
3. The percentage goal applies to the value of the contract, which includes the value of any amendments or change orders.
4. Only 50% of the M/W/DBE goal can be used toward supplies purchased.
5. A Contractor may be declared in default of its Contract; if it fails to achieve the M/W/DBE goal set out in its Contract, AND fails to meet the City's objective good faith efforts test. A Contractor who fails to make good faith efforts may be declared non-responsible and eliminated from consideration for future City contracts for a reasonable period of time (not to exceed three years).

6. After execution of a contract or receipt of a purchase order, the contractor shall comply with the submitted M/W/DBE plan, unless it has received approval from the Director of Construction for a deviation therefrom.
7. The prime Contractor must submit a monthly M/W/DBE participation report to:

Downtown Redevelopment Authority/
Tax Increment Reinvestment Zone Number Three
1313 Main Street
Houston, Texas 77002

PAYMENT AND EVALUATION

Upon completion of the Project, as part of the Authority's/TIRZ's total clearance process, the Authority/TIRZ must certify that all labor compliance requirements have been met.

The Authority/TIRZ may provide to the administering department a rating of Outstanding, Satisfactory, or Unsatisfactory on the matter of Labor and M/W/DBE Compliance.

Outstanding and Satisfactory are given when all labor compliance and M/W/DBE terms are met timely.

Unsatisfactory is given when the prime Contractor fails to submit labor compliance documents and/or fails to meet or exceed to the M/W/DBE goal.

CERTIFICATION BY BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

IRS Employer Identification Number _____

Job Description _____

1. Participation in a previous contract or subcontract.
 - a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES NO
 - b. Compliance reports were required to be filed in connection with such contract or subcontract. YES NO
 - c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. YES NO
 - d. If answer of Item c. is "No", please explain in detail on reverse side of this certification.
2. Dollar amount of bid: \$ _____
3. Anticipated performance period in days: _____
4. Expected total number of employees to perform the proposed construction: _____
5. Nonsegregated facilities.
 - a. Notice to prospective federally-assisted construction contractors
 - (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from

the provisions of the Equal Opportunity Clause will be required to provide the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

The federally-assisted construction Contractor certifies that he/she does not maintain or provide any segregated facilities at any of his/her establishments, and does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies further that he/she will not maintain or provide segregated facilities at any of his/her establishments, and will not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally-assisted construction Contractor agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications in duplicate from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The Subcontractor will include the original in his/her bid package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in appropriate box:

White Black Hispanic
 Pacific Islander, Asian American Indian, Aleut

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

Company Officer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

OFFICE OF BUSINESS OPPORTUNITY
COMPLIANCE PROGRAM FOR

Name of Company

The Company's Office of Business Opportunity Compliance Program shall consist of documented good faith efforts to comply with the goals, timetables, and objectives set forth in the following Office of Business Opportunity steps:

- A. City of Houston's Specific Equal Employment Opportunity Policy and Clause as contained in City Council Ordinance No. 78-1538, passed August 9, 1978.
- B. Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246).
- C. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

Project: _____

Company Officer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATE FROM CONTRACTOR
APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____ Date _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) the prime Contractor for

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 20 ____; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and the City of Houston, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the Authority/TIRZ a new certificate appointing some other person for the purposes hereinabove stated.

Phone: _____

(Identifying Signature of Appointee)

Attest:

(Name of Firm or Corporation)

By: _____
(Signature)

By: _____
(Signature)

(Title)

(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act and the City of Houston.

SPECIAL PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. GENERAL

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity are required by Executive Order 11246, as amended. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for Project activities under this Contract and shall supplement the notice of requirement for affirmative action to ensure equal employment opportunity and standard federal equal employment opportunity construction contract specifications.
- b. The Contractor shall work with the Authority/TIRZ and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the Contract.
- c. The prime Contractor and all Subcontractors holding subcontracts of \$10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor shall accept as his/her operating policy the following statement, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, age, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include: 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.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor shall designate and make known to the Authority/TIRZ an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibilities to do so.

The name of the company's EEO Officer is _____.

Special Provisions (continued)

4. DISSEMINATION OF POLICY

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six (6) months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings shall be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations, within 30 days following their reporting for duty with the Contractor.
 - (3) The EEO Officer or appropriate company official shall instruct all employees engaged in the direct recruitment of employees for the Project relative to the methods followed by the Contractor in locating and hiring minorities and females.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor shall take the following actions:
- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment, and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

- a. When advertising for employees, the Contractor shall include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the Project work force would normally be derived.

Special Provisions (continued)

- b. The Contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee-referral sources likely to yield qualified minority-group applicants, including, but not limited to, State employment agencies, schools, colleges, minority-group organizations, and female recruitment agencies. To meet this requirement, the Contractor shall, through his/her EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby such group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity Contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246 as amended).

- c. The Contractor shall encourage his/her present employees to refer female or minority-group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring such applicants will be discussed with employees.

6. PERSONNEL ACTIONS

- a. Wage, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, color, religion, sex, national origin, or age. The following procedures shall be followed:
 - (1) The Contractor shall conduct periodic inspections of Project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of Project-site personnel.
 - (2) The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - (3) The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

Special Provisions (continued)

- (4) The Contractor shall promptly investigate all complaints of alleged discrimination made in connection with his/her obligations under this Contract, shall attempt to resolve such complaints, and shall take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all avenues of appeal.

7. TRAINING AND PROMOTION

- a. The Contractor shall assist in locating, qualifying, and increasing the skills of minority-group and women employees and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs, for the geographical area of Contract performance.
- c. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor shall periodically review the training and promotion potential of minority-group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the Contractor relies in whole or in part upon unions as a source of employees, he/she shall use his/her best efforts to obtain the cooperation of such unions to increase minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor, either directly or through a contractor's association acting as his/her agent, will include the procedures set forth below:

- a. The Contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority-group members and women for membership in the unions and increasing the skills of minority-group employees and women so that they may qualify for higher-paying employment.
- b. The Contractor shall use best efforts to incorporate an equal employment opportunity clause into all union agreements to the end that such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, or age.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the

labor union, and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Authority/TIRZ District and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, age, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U. S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Authority/TIRZ.

9. SUBCONTRACTING

- a. The Contractor shall use his/her best efforts to solicit bids from and to utilize minority-group and female subcontractors or subcontractors with meaningful minority-group and/or female representation among their employees.
- b. The Contractor shall use his/her best efforts to assure Subcontractors' compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

- a. The Contractor shall keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the Project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
 - (4) The progress and efforts being made in securing the services of female and minority subcontractors.
- b. All records, including payrolls, must be retained for a period of three (3) years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/TIRZ, the City and/or the appropriate federal agency.

CITY OF HOUSTON, TEXAS
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978 and Ordinance No. 99-444 passed April 20, 1999 establishing an Agreement between the City of Houston and the Authority/TIRZ, all contracts entered into by the Authority/TIRZ involving the expenditure of \$10,000 or more, shall incorporate the following Equal Employment Opportunity Clause:

1. The Contractor, Subcontractor, vendor, Supplier, or lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor, Subcontractor, vendor, Supplier, or lessee 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, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor, Subcontractor, vendor, Supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the Authority/TIRZ setting forth the provisions of this Equal Employment Opportunity Clause.
2. The Contractor, Subcontractor, vendor, Supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
3. The Contractor, Subcontractor, vendor, Supplier, or lessee shall send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the Contractor's and Subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor, Subcontractor, vendor, Supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable, and shall likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officers for purposes of investigation to ascertain and effect compliance with this program.
5. The Contractor, Subcontractor, vendor, Supplier, or lessee shall furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to all books, records, and accounts by the appropriate Authority/TIRZ, the City and Federal officials for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the Contractor, Subcontractor, vendor, Supplier, or lessee.

Equal Employment Opportunity Clause (continued)

6. In the event of a Contractor's, Subcontractor's, vendor's, Supplier's, or lessee's non-compliance with the non-discrimination clause of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor, Subcontractor, vendor, Supplier, or lessee may be declared ineligible by the Authority/TIRZ or the City of Houston for further Authority/TIRZ projects sponsored by the City of Houston, or for further City contracts, in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Contractor shall include the provisions of paragraphs 1 through 8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file and shall cause each of his Subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Affirmative Action and Contract Compliance Office. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, employment policies, and employment statistics of the Contractor and each Subcontractor.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	26.2% - 27.3%	6.9%

Time Interval	Time Interval
January 1, 1992 to December 31, 1994	April 1, 1992 to December 31, 1995

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is The Houston, Texas Standard Metropolitan Statistical Area.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good efforts to achieve the Plan goals and timetables.

Standard Federal EEO Construction Contract Specifications (continued)

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources; provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason

therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare, through appropriate training, etc., for such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved

its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.B.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily-understandable and retrievable form; however to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

DESCRIPTION OF JOB CATEGORIES

Officials, Managers, and Administrators

Occupations requiring administrative personnel who set board policies, exercise overall responsibility for the execution of these policies, or provide specialized consultation on a regional, district, area basis, or direct individual departments or special phases of a firm's operations.

Includes: Officials, executives, middle management, plant managers, department managers, superintendents, salaried foremen who are members of management, purchasing agents, buyers, bureau chiefs, directors, deputy directors, wardens, examiners, sheriffs, police and fire chiefs, and kindred workers.

Professionals

Occupations which require specialized and theoretical knowledge which is usually acquired through college or experience of such kind and amount as to provide a comparable background.

Includes: Accountants, auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations workers, physical scientists, teachers, social workers, doctors, psychologists, economists, systems analysts, employment and vocational rehabilitation counselors, instructors, police and fire captains and lieutenants, and kindred workers.

Paraprofessionals

Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a "New Careers" concept.

Includes: Library assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemakers aides, home health aides, and kindred workers.

Technicians

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Includes: Computer programmers and operators, draftsmen, engineering aides, junior engineers, mathematical aides, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronics, physical sciences), police and fire sergeants, and kindred workers.

Protective Service Workers

Occupations in which workers are entrusted with public safety, security, and protection from destructive forces.

Includes: Police patrol officers, fire fighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Sales Workers

Occupations engaging wholly or primarily in direct selling.

Includes: Advertising agents and salespersons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, salespersons and sales clerks, grocery clerks, cashiers, and kindred workers.

Office and Clerical

Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paper work required in an office predominantly non-manual, though some manual work not directly involved with altering or transporting the products is included.

Includes: Bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers

Occupations in which workers perform jobs, which require special manual skill through on-the-job training and experience, or through apprenticeship or other formal training programs. These workers exercise considerable independent judgment and usually receive an extensive period of training.

Includes: The building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, heavy equipment operators, carpenters, and kindred workers.

Operatives (semi-skilled)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Includes: Apprentices (auto mechanics), plumbers, bricklayers, carpenters, electricians, mechanics, building trades, metal workers, machinists, printing trades, operatives, attendants (auto service and parking), blasters, chauffeurs, deliverymen, dressmakers and seamstresses (except factory), dryers, furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, miners, motormen, oilers, greasers, etc. (except auto), painters (except construction and maintenance), photographic process workers, stationary firemen, truck and tractor drivers, weavers (textile), welders and flame cutters, and kindred workers.

Laborers (unskilled)

Workers in manual occupations, which generally require no special training. These workers perform elementary duties that may be learned in a few days and require the application of little or no independent judgment.

Includes: Garage workers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen, and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service/Maintenance Workers

Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety for the general public or which contribute to the upkeep and care of buildings, facilities or grounds, or public property. Workers in this group may operate machinery.

Includes: Chauffeurs, laundry and dry cleaning operatives, truck drivers, trash collectors, custodial personnel, gardeners and groundskeepers, construction laborers, attendants (hospital and other institutions), professional and personal service, counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, porters, waiters, and kindred workers.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor _____

Address _____

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name _____

Address _____

IRS Employer Identification Number _____

Job Description _____

1. Participation in a previous contract or subcontract.
 - a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES NO
 - b. Compliance reports were required to be filed in connection with such contract or subcontract. YES NO
 - c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. YES NO
 - d. If answer of Item c. is "No", please explain in detail on reverse side of this certification.
2. Dollar amount of proposed subcontract: \$ _____
3. Anticipated performance period in days: _____
4. Expected total number of employees to perform the proposed subcontract: _____
5. Nonsegregated facilities.
 - a. Notice to prospective federally-assisted construction contractors
 - (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the Contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

b. Certification of nonsegregated facilities

The federally-assisted construction contractor certified that he/she does not maintain or provide any segregated facilities at any of his/her establishments, and does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies further that he/she will not maintain or provide any segregated facilities at any of his/her establishments, and will not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally-assisted construction Contractor agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications in duplicate from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The Contractor will include the original in his/her Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in appropriate box:

_____ White _____ Black _____ Hispanic
 _____ Pacific Islander, Asian _____ American Indian, Aleut.

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

 Company Officer (Please Type)

 Signature

 Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATE FROM SUBCONTRACTOR APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____ Date _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) a Subcontractor for _____

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed

_____, whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 20____; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and the City of Houston, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the Authority/TIRZ a new certificate appointing some other person for the purposes hereinabove stated.

Phone: _____

(Identifying Signature of Appointee)

Attest:

(Name of Firm or Corporation)

By: _____
(Signature)

By: _____
(Signature)

(Title)

(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act and the City of Houston.

END OF DOCUMENT

Document 00631

AFFIDAVIT OF COMPLIANCE WITH
OFFICE OF BUSINESS OPPORTUNITY PROGRAM

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
[Affiant]

being by me duly sworn on his oath stated that he is _____,
[Title]

of _____,
[Contractor]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the Contract is in compliance with the Office of Business Opportunity Program of the City of Houston and has done all that is required by the Contract Documents, the Office of Business Opportunity Program, and pursuant to Chapter 15, Code of Ordinances, City of Houston, §15.16 et seq.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on _____
[Date]

Notary Public in and for the State of TEXAS

[Print or type Notary Public name]

My Commission Expires: _____
[Expiration Date]

END OF DOCUMENT

Document 00632

CERTIFICATION BY PROPOSED MATERIAL SUPPLIERS,
LESSORS, AND PROFESSIONAL SERVICE PROVIDERS
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Company Name: _____ \$ _____
[Supplier, Lessor, Professional Service Provider] [Amount of Contract]

Company Address: _____

Project Number: _____

Project Name: _____

In accordance with the City of Houston Ordinance 78-1538, the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ"), the Supplier, Lessor, Professional Service Provider represents to be an equal opportunity employer and agrees to abide by the terms of the Ordinance. This certification is required of all Suppliers, Lessors, and Professional Service Providers (herein Supplier) with contracts in the amount of \$10,000.00 or more.

Yes No Supplier agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age.

Yes No Supplier agrees that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

Yes No Supplier will comply with all provisions of Executive Order No. 11246 and rules, regulations and applicable orders of the Department of Labor or other Federal Agency responsible for enforcement of applicable equal opportunity and affirmative action provisions and will likewise furnish all information and reports required by the Authority/TIRZ for the purpose of investigation to ascertain and effect compliance with the City of Houston's Office of Affirmative Action and Contract Compliance.

Yes No The Supplier shall file and cause their sub-tier contractors to file compliance reports with the Authority/TIRZ in the form and to the extent as may be prescribed by the Authority/TIRZ. Compliance reports filed at such times as directed shall contain information including, but not limited to, the practices, policies, programs, and employment policies.

I hereby certify that the above information is true and correct.

COMPANY OFFICER [Signature]

DATE

NAME AND TITLE [Print or type]

END OF DOCUMENT

Document 00638

CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A DOWNTOWN REDEVELOPMENT AUTHORITY/
CITY OF HOUSTON TAX INCREMENT REINVESTMENT ZONE NUMBER THREE CONTRACT

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared

[Affiant]

who being by me duly sworn on his oath stated that he is _____
[Title]

of _____
[Contractor]

and that no employee safety impact positions, as defined in §5.17 of
Executive Order No. 1-31, will be involved in performing

[Project]

Contractor agrees and covenants that it shall immediately notify the Director
of Construction if any safety impact positions are established to provide
services in performing this Contract.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on _____
[Date]

Notary Public in and for the State of TEXAS

[Print or type Notary Public name]

My Commission Expires: _____
[Expiration Date]

END OF DOCUMENT

Document 00640

BIDDER REQUIREMENTS FOR
MINORITY, WOMEN, AND DISADVANTAGED
BUSINESS ENTERPRISE (M/W/DBE) PROGRAM

CONSTRUCTION CONTRACTS

- 1.0 DOCUMENTS MUST BE SIGNED AND RETURNED TO DOWNTOWN REDEVELOPMENT AUTHORITY (THE "AUTHORITY")/CITY OF HOUSTON TAX INCREMENT REINVESTMENT ZONE NUMBER THREE (THE "TIRZ") WITHIN TEN (10) DAYS OF NOTIFICATION OF SELECTED BIDDER OF INTENT TO AWARD
- A. Original Document 00620 and copy - List of Proposed Subcontractors and Suppliers, Part A - M/W/DBE Participation Plan.
 - B. Original executed Subcontract(s), Letter(s) of Intent, or documentation of Good Faith Efforts documentation to meet the M/W/DBE participation goal.
 - C. Original Documents and copy required pursuant to Document 00630 - Office of Business Opportunity Compliance Program.
 - D. Mail documents described above to:

Downtown Redevelopment Authority/Tax Reinvestment Zone Number Three
1313 Main Street
Houston, Texas 77002
Attn: Brett DeBord
- 2.0 REPORTS THAT MUST BE SUBMITTED DURING THE COURSE OF THE CONTRACT
- A. M/W/DBE Monthly Utilization Report (Attachment B), Page 00640-11
 - B. Mail original and 2 copies of completed M/W/DBE Monthly Utilization Report to:

Downtown Redevelopment Authority/Tax Reinvestment Zone Number Three
1313 Main Street
Houston, Texas 77002
Attn: Brett DeBord
- 3.0 M/W/DBE REQUIREMENTS
- A. Purpose
 - 1. To support implementation of City of Houston, Tex. Code of Ordinances Chapter 15, Article V, §15-81 et seq., City of Houston, Tex. Ordinance 95-336 (March 29, 1995) and Executive Order No. 1-2 (June 14, 1995) relating to M/WBE contract participation.
 - B. Policy
 - 1. It is the policy of the City to encourage the full participation of Minority, Women, and Disadvantaged Business Enterprises in all phases of its procurement activities and to afford them a full and fair opportunity to compete for City contracts at all levels.

Through its Agreement with the City, the Authority/TIRZ is obligated to support implementation of this policy for all Sub-contractors.

C. Policy Elements

1. The Contractor agrees to ensure that M/W/DBEs have a full and fair opportunity to participate in the performance of Authority/TIRZ contracts. In this regard, the Contractor shall take all reasonable Good Faith Efforts to meet the M/W/DBE goal for this Contract.
2. The Contractor and any Subcontractor shall not discriminate on the basis of race, color, religion, national origin, or sex in the performance of Authority/TIRZ contracts.
3. The Selected Bidder will be notified by the Authority/TIRZ and will have ten (10) days after such notification to submit Document 00620 - List of Proposed Subcontractors and Suppliers, Part A - M/W/DBE Participation Plan in accordance with instructions in Article 1.0 hereof.
4. Contractor's plan for performance in meeting the M/W/DBE participation goal will be evaluated as part of the selection process and will be monitored during the construction phase of the Contract by the Authority/TIRZ.

D. Percentage Goal

1. The M/W/DBE participation goal for M/W/DBE participation in the Work will be as shown in the Bid Documents.

E. Contractor Responsibilities

1. Prior to Award: Upon completion of the bid tabulation, the Selected Bidder will be notified by the Authority/TIRZ. The following requirements must be satisfied by the Contractor:
 - a. After notification, the Contractor will have ten (10) days to file Document 00620 - List of Proposed Subcontractors and Suppliers, Part A - M/W/DBE Participation Plan (Plan).
 - b. The Contractor shall be bound by the Plan submitted unless a waiver is received from the Director of Construction. Contractor must submit a Plan which shall include:
 - 1) Document 00620 - List of Proposed Subcontractors and Suppliers, Part A - M/W/DBE Participation Plan.
 - 2) Executed Subcontract(s) or Letter(s) of Intent for each M/W/DBE Subcontractor/Supplier, including:
 - a) Name and address of each M/W/DBE Subcontractor/Supplier used to satisfy the M/W/DBE goal;
 - b) Description of the scope of work for each M/W/DBE Subcontractor/Supplier;
 - c) Dollar value of each proposed M/W/DBE subcontract by Subcontractor/Supplier;

- d) Subcontract provisions required in Document 00800-
Supplementary Conditions;
 - e) Other information as required by the Director of
Construction.
- 3) Documentation of Good Faith Efforts if the M/W/DBE goal is not met. See Attachment A for minimum standards for Good Faith Efforts. Such documentation shall be presented to the Director of Construction for review by the City of Houston Office for Business Opportunity (the "OBO").
- c. All M/W/DBEs listed on Document 00620 - List of Subcontractors and Suppliers must be certified prior to bid date. Non-certified M/W/DBEs may obtain similar priority certification if there are less than three certified M/W/DBEs with the same capability as the non-certified M/W/DBE.
 - d. If Contractor fails to prepare and submit a Plan within the designated period or comply with Document 00620 - List of Subcontractors and Suppliers, and fails to satisfactorily document Good Faith Efforts to meet the goal, **Contractor may be deemed non-responsive and recommendation could be made to award the Contract to the next highest evaluated bidder based on Document 00200 - Proposal Organization and Selection Criteria.**
 - e. The Authority/TIRZ is authorized to suspend any Contractor who has failed to make Good Faith Efforts to meet an established M/W/DBE goal; and to suspend any M/W/DBE who has failed to make Good Faith Efforts to meet all requirements necessary for participation as an M/W/DBE.
 - f. Contractor shall execute written contracts with all M/W/D/BE Subcontractors and shall include in all such contracts those provisions provided in Article 5 of Document 00800 - Supplementary Conditions.
 - g. Contractor shall designate an M/W/DBE liaison officer who will administer the Contractor's M/W/DBE program and who shall be responsible for maintenance of records of Good Faith Efforts to subcontract with M/W/DBE Subcontractors/Suppliers.
2. After Award:
- a. Contractor shall submit M/W/DBE Monthly Utilization Reports, requested in Article 2.0 hereof.
 - b. The Contractor, upon approval of the Director of Construction, shall make Good Faith Efforts to replace a certified M/W/DBE Subcontractor or Supplier that is displaced, for any reason, with another certified M/W/DBE Subcontractor.
 - c. After award of the Contract, Contractor shall comply with Document 00620 - List of Proposed Subcontractors and Suppliers, Part A - M/W/DBE Participation Plan unless the Director of Construction approves deviation therefrom. Approval shall not be unreasonably withheld.

- d. Contractor shall submit all disputes with M/WBE Subcontractors and Suppliers to binding arbitration as set out in the City's Affirmative Action Contract Compliance Division, Minority/Women Business Enterprise (M/WBE) Procedures dated June 1995.

F. Eligibility of an M/WBE

1. To ensure that the M/WBE program benefits only those firms that are owned and controlled by a minority person(s) or a woman (women), the OBO will certify the eligibility of M/WBE Subcontractors/Suppliers. Contact the City of Houston Office of Business Opportunity at (832) 393-0600 for information regarding certification.
2. The OBO publishes and maintains a Minority and Women Disadvantaged Business Enterprise Directory. This Directory is available from the OBO for Contractor use.

NOTE: All M/WBE firms, even if certified by another agency, must be certified by the OBO in order to qualify for attainment of the M/WBE goal.

G. Determination of M/W/DBE Participation

1. M/W/DBE participation shall be counted toward meeting the M/W/DBE goal in accordance with the following:
 - a. Once a firm is certified as an M/W/DBE, the total dollar value of the subcontract awarded to the M/W/DBE is counted toward the M/W/DBE participation goal (See paragraphs d and e below).
 - b. When Contractor or Subcontractor is in a joint venture with one or more M/W/DBEs to satisfy its M/W/DBE goal, the Director of Construction shall determine the percent of participation resulting from such joint venture to be counted toward the M/W/DBE goal.
 - c. Contractor may count toward its M/W/DBE goal, those M/W/DBE Subcontractors and/or Suppliers performing a Commercially Acceptable Function.
 - 1) **Commercially Acceptable Function** means a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the M/W/DBE by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the M/W/DBE is responsible. Without limiting the generality of the foregoing, an M/W/DBE will not be considered to be performing a commercially acceptable function if it subcontracts to non-M/W/DBE firms or to other M/W/DBE firms, more than 50 percent of a contract being counted toward the applicable participation goal, unless such subcontracting in excess of 50 percent has been expressly permitted by the Director of Construction in a written waiver of this requirement. A waiver shall be granted upon demonstration that the industry standard for the type of work involved is to subcontract over 50 percent of the work.
 - d. An M/W/DBE cannot subcontract more than 50 percent of the Work for which it is responsible to perform unless waived by the Director of Construction.

- e. Contractor may count 100 percent of M/W/DBE Supplier's participation toward its M/W/DBE goal and such M/W/DBE Supplier contracts shall not exceed 50 percent of the Contract's M/W/DBE goal.

H. Compliance of the Contractor

1. To ensure compliance with M/WBE requirements, the Authority/TIRZ will monitor Contractor's efforts regarding M/W/DBE Subcontractors and/or Suppliers during the performance of this Contract. This may be accomplished through the following: job site visits, reviewing of records and reports, and interviews of randomly-selected personnel.

I. Records and Reports

1. Contractor shall submit an initial report outlining M/W/DBE participation, 30 days after the Notice to Proceed date, and on or before the fifteenth day of each month thereafter until all M/W/DBE subcontracting or material supply activity is completed. Each report shall cover the preceding month's activity. The M/W/DBE Monthly Utilization Report form is Attachment B.
2. Contractor shall maintain the following records for review upon request by the Director of Construction.
 - a. Copies of executed Subcontractor agreements and purchase orders.
 - b. Documentation of payments and other transactions with M/W/DBE Subcontractors/Suppliers.
 - c. Appropriate explanations of any changes or replacements of M/W/DBE Subcontractors/Suppliers.

NOTE: All replacement M/W/DBE Subcontractors and/or Suppliers must be certified by the City's OBO.
 - d. Any other records required by the Director of Construction.
3. If the goal is not being met, the monthly report shall include a narrative description of the progress being made in M/W/DBE participation. If sufficient M/W/DBE Subcontractors or Suppliers to meet the M/WBE goal are being utilized, they should be identified by name and the dollar amount paid to date for work performed or materials furnished by each M/W/DBE during the monthly period. Reports are required when no activity has occurred in a monthly period.
4. All such records must be retained for a period of four (4) years following completion of the Work and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/TIRZ and the City including the City Controller.

4.0 SANCTIONS

A. Suspension Period and Waiver

1. Pursuant to Section 15-86 of the Code of Ordinances, the Director of the City of Houston Office for Business Opportunity is authorized to suspend for a period of up to, but not to exceed, five years, any Contractor who has failed to make Good Faith Efforts. The OBO Director is also authorized to suspend any M/W/DBE who has failed to make Good Faith Efforts from engaging in any Contract affected by Article V of Chapter 15 of the Code of Ordinances for a period of up to, but not to exceed, five years.
2. It is the intent of the Authority/TIRZ to honor any such suspension of contractors or sub-contractors in this or any other City funded contracts.

B. City Guidelines for Imposition of Sanctions

1. General

- a. No suspension shall be imposed by the Authority/TIRZ except upon evidence of specific conduct on the part of an M/W/DBE or a Contractor that is inconsistent with or in direct contravention of specific applicable requirements for Good Faith Efforts as determined by the City of Houston OBO Director.
- b. Imposition and enforcement of suspensions shall be consistent with applicable state law.

2. Severity of Sanctions

- a. In determining the length of any suspension, the Authority/TIRZ and/or the OBO Director shall consider the following factors:
 - 1) Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Contractor or M/W/DBE of the duties imposed on them by Article V of Chapter 15 of the Code of Ordinances and these procedures;
 - 2) The number of specific incidences of failure by the Contractor or M/W/DBE to comply;
 - 3) Whether the Contractor or M/W/DBE has been previously suspended;
 - 4) Whether the Contractor or M/W/DBE has failed or refused to provide the Director of Construction or OBO Director with any information as requested or required to be submitted pursuant to law or these procedures;
 - 5) Whether the Contractor or M/W/DBE has materially misrepresented any applicable facts in any filing or communication to the Authority/TIRZ, the City, or the OBO;
 - 6) Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.
- b. Suspensions may be for any length of time not to exceed five years. Suspensions in excess of one year shall be reserved for

cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the Contractor or M/W/DBE has been previously suspended, or other similarly egregious conduct.

C. Delegation

1. A decision to implement a suspension may be taken after notice and an opportunity for a hearing by the City of Houston OBO Director or by another impartial person designated by the OBO Director for that purpose. The OBO Director or other person conducting the hearing shall not have participated in the actions or investigations giving rise to the suspension hearing.

D. Notice

1. Prior to the imposition of any suspension, the OBO Director shall deliver written notice to the Contractor or M/W/DBE setting forth the grounds for the proposed suspension and setting a date, time, and place to appear before the hearing officer for a hearing on the matter.
2. Any notice required or permitted to be given hereunder to any Contractor or M/W/DBE may be given either by personal delivery or by certified United States Postal Service mail, postage prepaid, return receipt requested, addressed to their most recent address as specified in the records of the City's OBO or in the Contract if no address is on file with the OBO.

E. Hearing Procedures

1. Proceedings before the OBO Director or other hearing officer shall be conducted informally, provided that each party may be represented by counsel and may present evidence and cross-examine witnesses. The burden shall be upon the City by a preponderance of evidence. The decision shall be reduced to writing and notice provided to the Contractor or M/W/DBE.

F. Appeals

1. Appeals authorized pursuant to Section 15-86(b) of the Code of Ordinances shall be conducted by an arbitrator who shall act as the hearing officer. Alternatively, an appeal may be taken to City Council, subject to the appellant's compliance with Rule 12 of the City Council Rules of Procedure. Appeals shall be initiated by filing a written notice of appeal with the OBO Director no later than fifteen days following the mailing of notice of the decision of the OBO Director, and the appeal notice shall state whether the appeal is requested to City Council or to an arbitrator. If an arbitration appeal is requested, then the arbitrator shall be selected as provided in Section 9 of these procedures. The arbitrator's or City Council's decision, as applicable, shall be final. The OBO Director shall determine whether to suspend his or her order pending an appeal, taking into account the criteria set forth in Section 6(B)(2) of these procedures.

ATTACHMENT A

CONTRACTOR GOOD FAITH EFFORTS

"Good Faith Efforts" mean those efforts required to be made and demonstrated by: (1) an apparently successful Bidder or proposer prior to award of a Contract (whether a Goal-Oriented Contract or a Regulated Contract), (2) a Contractor upon award of a Contract or receipt of Purchase Order, and (3) a Contractor during performance of the Contract, in attempting to meet the Contract's M/W/DBE goal.

- A. Good Faith Efforts for Bidders and Contractors in construction, procurement, and professional services shall mean at a minimum the following:
1. Delivery of written notice to the following:
 - a. All local certified M/W/DBEs in the directory for the month prior to the month of the bid or proposal submission date and identified as performing work or services or providing commodities for all potential subcontracting or supply categories in the Contract;
 - b. All minority and women focused associations identified in the directory for the month prior to the month of the bid or proposal submission date;
 - c. All news media focused toward minority persons and women identified in the directory for the month prior to the month of the bid or proposal submission date;
 - d. All M/W/DBEs which requested information on the Contract.
 2. The written notices will contain:
 - a. Adequate information about the plans, specifications, and relevant terms and conditions of the Contract and about the work to be subcontracted to or the goods to be obtained from Subcontractors and Suppliers;
 - b. A contact person within the Selected Bidder's or proposer's office to answer questions;
 - c. Information as to the Selected Bidder's or proposer's bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contact;
 - d. The last date for receipt by the Bidder or proposer of M/W/DBE bids or price quotations.
 3. Attendance at any special pre-bid meeting called to inform M/W/DBEs of subcontracting or supply opportunities, if set forth in the bidding or proposal documents.
 4. Division of the Contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by M/W/DBEs.

5. Providing an explanation for rejection to any M/W/DBE whose bid or price quotation is rejected, unless another M/W/DBE is accepted for the same work, as follows:
 1. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected M/W/DBE.
 2. Where price competitiveness is the reason for rejection, a meeting must be held, if requested, with the price-rejected M/W/DBE to discuss the rejection.
 6. Providing an explanation for rejection of any M/W/DBE to the Office of Business Opportunity and Contract Compliance Division, unless another M/W/DBE firm is accepted for the same work, including the name of the non-M/W/DBE firm proposed to be awarded the subcontract or supply agreement, and if price competitiveness is the reason for rejection, the M/W/DBE's price quotation and the successful non-M/W/DBE's price quotation.
 7. If awarded the prime contract, entering into subcontracts with M/W/DBEs as provided and in accordance with the Plan, unless deviation therefrom is requested by Contractor and approved by the Director of Construction as provided in these procedures.
 8. Submitting a dispute with an M/W/DBE participant, potential participant, or subcontractor to arbitration/mediation when requested to do so by either the Director of Construction or the City of Houston's OBO Director.
- B. Good Faith Efforts for M/W/DBEs in construction, procurement, and professional services shall mean at a minimum the following:
1. Furnishing prompt written responses to any written inquiry from the Director of Construction or the City of Houston OBO Director, or any employee of the City of Houston Office of Business Opportunity regarding the M/W/DBE's performance or information germane to the M/W/DBE's certification.
 2. Ensuring that at all times during the performance of any Contract or subcontract subject to the requirements of Chapter 1 of the Code of Ordinances the M/W/DBE is engaging in a commercially acceptable function as that term is defined herein
 3. Ensuring that no application, response to a request for information, or other factual material submitted to the Director of Construction, the OBO Director, or any employee of the Office for Business Opportunity contains any material misrepresentation.
 4. Furnishing prompt responses to requests from the Authority/TIRZ, the OBO Director, or any employee of the Office for Business Opportunity, the City Attorney and the City Controller for information, books, and records needed to verify compliance.

END OF DOCUMENT

ATTACHMENT B

City of Houston
Office of Business Opportunity
M/W/DBE Monthly Utilization Report
Report Period _____

PROJECT NAME & NUMBER _____ REPORT DATE _____
 PRIME CONTRACTOR _____ CONTRACT NO. _____
 ADDRESS _____ CONTRACT AMOUNT _____
 _____ MW/S/DBE GOAL 20%
 LIAISON _____ PHONE _____

SUBVENDOR NAME	DATE OF AA CERTIFICATION	SUBCONTRACT AMOUNT	%OF TOTAL CONTRACT	PRIME AMOUNT PAID BY COH TO DATE \$		%OF CONTRACT TO DATE	RETAINAGE HELD
				AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE		
TOTALS							

SUBMIT BY THE 15TH DAY FOLLOWING THE END OF THE REPORTING PERIOD TO: Office of Business Opportunity
 ATTN: Carlecia D. Wright
 611 WALKER, 7TH FLOOR
 HOUSTON, TEXAS 77002
 832-393-0600
 FAX: 832-393-0622

Document 00645

FORM OF BUSINESS

Please mark the box describing bidder's form of business, fill in the requested information, and include the relevant attachments.

Corporation

Corporate Name: _____

State of Incorporation: _____

Mailing Address: _____

Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)

*Certificate of Good Standing

*Certificate of Existence (if non-Texas corporation, Certificate of Authority)

Partnership/Joint Venture

Partnership/Joint Venture Name: _____

Mailing Address: _____

Copy of the Partnership or Joint Venture Agreement, **or** Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence

Certificate of Assumed Name (the Certificate must have been issued within the past ten years to be valid)

If firm is a limited partnership, the Certificate of Limited Partnership

If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____

Mailing Address: _____

Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

** Must be furnished upon request of the Downtown Redevelopment Authority/City of Houston Tax Increment Reinvestment Zone Number Three and must be less than 90 days old.*

END OF DOCUMENT

Document 00649

CONTRACT APPROVAL NOTIFICATION

[Date]

CONTRACTOR
NAME
ADDRESS
ADDRESS

RE: CONTRACT APPROVAL NOTIFICATION (Document 00649)
Treibly Park Shade Structures
Project Number: 24-461.500-01

Dear NAME:

This letter is to notify you that the Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ") Board of Directors has approved your contract for the referenced project. The Agreement is not effective until all forms have been submitted by you as required in Document 00450 - Post-Bid Procedures, after which you will receive a Notice to Proceed. The scheduled start date for this project is [Commencement Date]. However, there are a number of items listed in this letter that you may complete to expedite project startup. You may prepare for the pre-construction conference, construction schedule, plan project mobilization, begin making project submittals, and place orders for materials and equipment.

A pre-construction conference is scheduled in the offices of the Authority/TIRZ at [time], on [day of week], [date]. This meeting will be confirmed in the Notice to Proceed. Representatives of the following project team members are requested to attend:

City Representative	Project Manager
Architect/Engineer	Inspector
Contractor	Testing Laboratory
Major Subcontractors	Owner's Representative(s)

At the pre-construction conference, the following items will be discussed. These items should be submitted to the Director of Construction prior to the meeting in ample time for review.

1. Bar Chart Schedule (Section 01326), as specified
2. Submittal Schedule (Section 01330)
3. Schedule of Values (Section 01292)
4. Site Utilization Plan (Section 01145)
5. Initial Construction Photographs (Section 01321)
6. Safety Program (Document 00700, Paragraph 10.1.1)
7. Traffic Control Plan (Section 01555), if required
8. Contractor's Quality Control Plan (Section 01450)
9. Plan for Control of Ground Water and Surface Water (Section 01578), if required

We are also ready to receive and process shop drawings, product data, and sample submittals. Refer to Section 01340 - Shop Drawings, Product Data, and Samples. Product options and substitutions may be submitted for the first fifteen percent (15%) of the contract or the first 30 days, whichever is less. It is acceptable to begin ordering materials and equipment as specified in the Contract Documents.

Mobilization can begin on the Date of Commencement, which will be given in the Notice to Proceed. Refer to Section 01502 - Mobilization.

As Contractor, it is your responsibility to see that your own work force and those of your subcontractors are paid the prevailing wage. A copy of certified payrolls for you and your subcontractors is required weekly beginning the first week of the contract. Make the submittals and refer any related questions to me.

Sincerely,

Brett DeBord
Director of Construction

cc: Allen Douglas, Executive Director

Document 00650

NOTICE TO PROCEED

[Date]

NAME
CONTRACTOR
ADDRESS
ADDRESS

RE: NOTICE TO PROCEED (Document 00650)
Trebly Park Shade Structures
Project Number: 24-461.500-01

Dear NAME:

You are hereby notified that the Date of Commencement of the Work is [Commencement Date]. On this date you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Agreement, the Contract Time is seventy-five (75) days.

A pre-construction conference will be held in the offices of the Downtown Redevelopment Authority/City of Houston Tax Increment Reinvestment Zone Number Three, Operations Center, 1313 Main Street, at [time] a.m. or p.m., [day of week], [date].

Sincerely,

Brett DeBord
Director of Construction

cc: Allen Douglas, Executive Director

Document 00655

DRUG POLICY COMPLIANCE DECLARATION

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared

_____ who being by me duly sworn on his oath
[Affiant]

stated that he is _____ of _____
[Title] [Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that he has personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

A written Drug Free Workplace Policy has been implemented and **Initials** employees notified.

The policy meets the criteria established by the Mayor's Amended **Initials** Policy on Drug Detection and Deterrence (Mayor's Policy).

Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified **Initials** of such procedures.

Collection/testing has been conducted in compliance with federal **Initials** Health and Human Services (HHS) guidelines.

Appropriate safety impact positions have been designated for employee positions performing on the Downtown Redevelopment Authority/City of Houston Tax Increment Reinvestment Zone Number Three contract.

The number of employees in safety impact positions during this **Initials** reporting period is _____.

From _____ to _____ the
[Start date] [End date]
Initials following testing has occurred:

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Any employee who tested positive was immediately removed from the worksite consistent with the Mayor's Policy and Executive Order

Initials No. 1-31.

I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered

Initials a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on

[Date]

Notary Public in and for the State of TEXAS

[Print or type Notary Public name]

My Commission Expires:

[Expiration Date]

END OF DOCUMENT

Document 00700

GENERAL CONDITIONS

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ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

- 1.1.1 **Agreement:** The written and signed Form of Agreement Between Downtown Redevelopment Authority ("Authority" or "Owner") / City of Houston Tax Increment Reinvestment Zone Number Three ("TIRZ" or "Owner") and Contractor, Document 00510, covering the Work to be performed; other Contract Documents are identified and attached to the Agreement and are made a part thereof.
- 1.1.2 **Approve, approved:** The acceptance or ratification of an action or condition by the Director, provided in writing if required.
- 1.1.3 **Bonds:** Performance Bond, Payment Bond, and other instruments of surety.
- 1.1.4 **Conditions of the Contract:** The General Conditions and Supplementary Conditions constitute that part of the Contract Documents which defines the rights, responsibilities, and relationships of the entities involved in performance of the Contract. Participants in the Contract, whose roles are identified in the Conditions of the Contract, include:
- 1.1.4.1 Owner: As defined in Article 2;
- 1.1.4.2 Contractor and Superintendent: As defined in Article 3;
- 1.1.4.3 Director, Project Manager, and Inspector: As defined in Article 4;
- 1.1.4.4 Architect/Engineer: As defined in Article 4; and
- 1.1.4.5 Subcontractor and Supplier: As defined in Article 5.
- 1.1.5 **Contract:** The Contract Documents constitute the Contract for Work. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind
- 1.1.5.1 between Director (or Architect/Engineer when applicable) and Contractor,
- 1.1.5.2 between Authority/TIRZ and a Subcontractor, or
- 1.1.5.3 between any persons or entities other than the Authority/TIRZ and Contractor.
- 1.1.6 **Contract Documents:** The Agreement between Authority/TIRZ and Contractor, the portions of the Contractor's Bid attached to the Agreement, and any post-Bid documentation submitted prior to execution when attached to the Agreement; the Bonds, the Conditions of the Contract, the Drawings and Specifications prepared by or approved by the Director, appropriate addenda,

the Notice to Proceed, and other documents as they are specifically enumerated in the Agreement, plus Modifications.

- 1.1.7 **Drawings:** The graphic and pictorial portions of the Contract Documents, which define the character and scope of the Work.
- 1.1.8 **Furnish:** Supply, pay for, and deliver to the Project Site, ready for unloading, unpacking, assembly, and installation.
- 1.1.9 **General Conditions:** Document 00700, current edition, the standard document published by the Authority/TIRZ, a part of the Conditions of the Contract.
- 1.1.10 **General Requirements:** The sections of Division 1 of the Specifications which specify administrative and procedural requirements and temporary facilities required for the Project.
- 1.1.11 **Install:** Means unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, cleaning, protecting, and similar operations.
- 1.1.12 **Modification:** A modification to the Contract Documents, issued after the Effective Date of the Agreement, is a Change Order, a Work Change Directive, or a written order for a Minor Change in the Work issued by the Director or Project Manager.
- 1.1.13 **Notice of Intent to Award:** The written notice by Director or Project Manager to the apparent successful bidder stating that upon compliance by the bidder with the conditions enumerated in the notice, Authority/TIRZ will sign and award the Contract.
- 1.1.14 **Notice to Proceed:** The written notice by Director or Project Manager to the Contractor fixing the date on which the Contract Time will commence and on which Contractor shall start to perform the Contractor's on-site obligations under the Contract Documents.
- 1.1.15 **Product:** Means materials, equipment, or systems incorporated into the Project.
- 1.1.16 **Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Authority/TIRZ, the City or by separate contractors.
- 1.1.17 **Project Manual:** The volume assembled for the Work, which includes the Bidding Requirements, sample forms, Conditions of the Contract, and Specifications.
- 1.1.18 **Provide:** To furnish all necessary labor, materials, equipment, accessories, transportation, and services as necessary to complete the installation and install the referenced materials and accessories and make ready for the intended use.
- 1.1.19 **Right-of-way:** Land on which the Work is to be performed and easements for access thereto, and other land which is designated for use by the Contractor.

- 1.1.20 **Specifications:** The portion of the Contract Documents, Divisions 1 through 16, consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.1.21 **Supplementary Conditions:** The part of the Conditions of the Contract, which amends or supplements the General Conditions.
- 1.1.22 **Surety:** The entity that is bound by the Performance Bond, Payment Bond, Maintenance Bond, and Surface Correction Bond, and that is responsible for completion of the Contract, including the correction period, and for payment of debts incurred in fulfilling the Contract. Surety shall include any co-surety or reinsurer, as applicable.
- 1.1.23 **Work:** The entire completed construction shown, mentioned, or reasonably inferable by the Contract Documents as being necessary to produce the intended results, including all labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Omitted portions are specifically marked "Not In Contract," "NIC," "By Others (including specific names of others)," "By Owner," "Future," or "Existing."
- 1.1.24 **City or City of Houston:** The municipal corporation, a Texas home rule city, ultimately to whom title for all improvements shall be conveyed.
- 1.1.25 **Houston Downtown Management District (the "District"):** A municipal management district and political subdivision of the State of Texas organized under Chapter 3801 of the Texas Special District Local Laws Code.
- 1.1.26 **METRO:** The Texas State Legislature authorized the creation of local transit authorities in 1973. In 1978, Houston area voters created METRO and approved a one-cent sales tax to support its operations. METRO opened in January 1979. The City of Houston and major portions of unincorporated Harris County are included in the service area, as are 14 smaller cities referred to as the Multi-Cities.
- 1.1.27 **Not-In-Contract:** Work not included in this Contract.
- 1.1.28 **TxDOT:** The Texas Department of Transportation.
- 1.2 EXECUTION, CORRELATION, AND INTENT
- 1.2.1 The Agreement shall be signed by the Authority/TIRZ and Contractor as provided in the Contract Documents.
- 1.2.2 Execution of the Contract by the Contractor is conclusive that the Contractor has carefully examined the Contract Documents, visited the site of the Work, become familiar with local conditions under which the Work is to be performed, and fully informed itself as to conditions and matters which can affect the Work or costs thereof. The Contractor further affirms that it has correlated personal observations with requirements of the Contract Documents.

- 1.2.2.1 Drawings, Specifications, and Modifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Authority/TIRZ than against the Contractor and his Surety. Any ambiguity or uncertainty in the Drawings, Specifications, and any Modifications shall be interpreted and construed by the Director, and his decision shall be final and binding upon all parties.
- 1.2.2.2 A geotechnical report is available for review at the office of the Authority/TIRZ, and will be conveyed to Contractor. The soils report and log of borings is available for Contractor's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. The Contractor is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered. The Architect/Engineer disclaims any responsibility for the accuracy, true location and extent of the surface and subsurface investigations that have been prepared by others. The Architect/Engineer further disclaim responsibility for interpretation of that data by the Contractor, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water.
- 1.2.3 The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work. What is required by one of the Contract Documents shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the desired results.
- 1.2.4 Reference to standard specifications, manuals, or codes of a technical society, organization, or association, or to laws or regulations of a governmental authority, whether specific or implied, shall mean the latest edition in effect as of the date of receipt of bids, except as may be otherwise specifically stated.
- 1.2.5 No provision of any referenced standard, specification, or manual shall be effective to change the duties and responsibilities of the Authority/TIRZ, Director, Contractor, or Architect/Engineer or their consultants, employees, or representatives from those set forth in the Contract Documents, nor shall it be effective to assign to Architect/Engineer or its consultants, employees, or representatives any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibilities contrary to provisions of the Contract Documents.

- 1.2.6 The organization of Specifications into divisions, sections, and articles and arrangement of Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade except that in some material specification sections a single source responsibility for multiple sections may be indicated. It shall be the Contractor's option of assuming this responsibility or assigning those sections to one selected Subcontractor.
 - 1.2.7 Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor unless specifically noted otherwise. When written in the streamlined form, the words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
 - 1.2.8 Abbreviations and technical terms not defined in the Contract Documents shall have the meanings commonly attributed to them by the particular construction industry trade involved.
- 1.3 CONFLICTS, ERRORS, OR DISCREPANCIES
- 1.3.1 Should Contractor find conflict, error or discrepancy in the Contract Documents, Contractor shall report to Director or Project Manager in writing at once, and shall obtain a written interpretation or clarification from Director or Project Manager before proceeding with the Work affected thereby; however Contractor shall not be liable to Authority/TIRZ or to Architect/Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- 1.4 OWNERSHIP AND USE OF CONTRACT DOCUMENTS
- 1.4.1 Drawings, Specifications, and other documents prepared by the Authority/TIRZ or by Architect/Engineer are instruments of service through which the Work to be executed by Contractor is described. Contractor may retain one Contract record set.
 - 1.4.2 Neither Contractor nor any Subcontractor, nor material or equipment supplier shall own or claim a copyright to the Contract Documents or any part therein.
 - 1.4.3 Contract Documents prepared by the Authority/TIRZ or by Architect/Engineer, and copies furnished to Contractor, are for use solely with respect to this Project. They shall not be used by Contractor, Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Director, and Architect/Engineer when applicable.
 - 1.4.4 Contractor, Subcontractors and material and equipment suppliers are granted a limited license to use and reproduce applicable portions of Contract Documents appropriate to and for use in execution of their work under the Contract.

1.5 INTERPRETATION

- 1.5.1 In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an." The fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- 1.5.2 The Drawings and Specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the bids on the most expensive combination of quantity and quality of work indicated. The Director will clarify the Contract Documents in the event of the above mentioned disagreements on the basis of the following:
- 1.5.2.1 Figures take precedence over scale measurements.
- 1.5.2.2 Large scale details take precedence over smaller scale details.
- 1.5.2.3 Civil engineering drawings take precedence over architectural drawings from face of curb to face of curb (in the roadway); architectural drawings take precedence over civil engineering drawings from face of curb to the right of way (sidewalk areas).
- 1.5.2.4 Specifically titled Drawings and sections of the Specifications take precedence over indication of the item in a collateral way.
- 1.5.2.5 Existing conditions take precedence over Drawings and Specifications for dimensions.
- 1.5.3 Referenced standards, building codes, manufacturer's instructions, and guarantees that are made a part of the requirements shall apply in full, except for the following portions:
- 1.5.3.1 Less stringent requirements than those given in the Contract Documents. Requirements of public authorities apply as minimum requirements only. They do not supersede more stringent requirements given elsewhere in the Contract Documents.
- 1.5.3.2 Exclusions, limitations or waivers that are inconsistent with the Contract Documents.

ARTICLE 2 - THE OWNER

2.1 DEFINITION

- 2.1.1 **Downtown Redevelopment Authority:** A public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code located principally within Houston, Texas, as the Owner, is hereinafter called the Authority. **City of Houston Tax Increment Reinvestment Zone Number Three:** A tax increment reinvestment zone created by the City of Houston (the City), Texas pursuant to Chapter 311 of the Texas Tax Code, as amended, as the Owner, is hereinafter called the TIRZ. The term

"Authority/TIRZ" is the collective Owner for the project and means the Authority/TIRZ or the Director.

2.2 LIMITATIONS OF AUTHORITY/TIRZ OFFICERS AND EMPLOYEES

2.2.1 No officer or employee of the Authority/TIRZ is empowered to authorize the Contractor to perform any act contrary to the terms of this Contract or the laws and ordinances of the City of Houston.

2.3 INFORMATION AND SERVICES REQUIRED OF THE AUTHORITY/TIRZ

2.3.1 The Authority/TIRZ will process an application for building permit prior to Notice to Proceed for purchase by the Contractor, if a building permit is required.

2.3.2 Unless otherwise provided in the Contract Documents, Authority/TIRZ will furnish to Contractor one reproducible set of Contract Documents. Additional copies will be furnished on Contractor's request at the cost of reproduction.

2.3.3 When necessary for performance of the Work, the Authority/TIRZ will provide surveys describing physical characteristics, legal limitations, legal description of the Project site, and horizontal and vertical control adequate to locate the Project.

2.3.4 Information or services, which the Authority/TIRZ is required to provide under the Contract Documents, will be provided by the Authority/TIRZ with reasonable promptness to avoid delay in orderly progress of the Work.

2.3.5 The foregoing are in addition to other duties and responsibilities of the Authority/TIRZ enumerated herein and especially those in respect to Article 6 and Article 9.

2.4 AVAILABILITY OF LAND

2.4.1 Authority/TIRZ shall furnish, as indicated in the Contract Documents, the land on which the Work is to be performed, rights-of-way and easements for access thereto, and such other land which is designated in the Contract Documents for the use of the Contractor. Authority/TIRZ will obtain and pay for easements for permanent structures and for permanent changes in existing facilities unless otherwise provided in the Contract Documents.

2.5 AUTHORITY/TIRZ'S RIGHT TO STOP WORK

2.5.1 If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents, as required in Subparagraph 12.1.2, Paragraph 12.2, or persistently fails to carry out Work in accordance with Contract Documents, the Authority/TIRZ, by written order signed by the Director, may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated. However, the right of the Authority/TIRZ to stop the Work shall not give rise to a duty on the part of the Authority/TIRZ to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Paragraph 6.2.

2.6 AUTHORITY/TIRZ'S RIGHT TO CARRY OUT WORK

- 2.6.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails, within a seven day period after receipt of written notice from the Director or Project Manager, to commence and continue correction of such default or neglect with diligence and promptness, the Authority/TIRZ may, after that seven day period give the Contractor a second written notice signed by the Director or Project Manager to correct such deficiencies within a second seven-day period. If the Contractor, within the second seven-day period after receipt of the second notice, fails to commence and continue to correct any deficiencies, the Authority/TIRZ may correct such deficiencies without prejudice to other remedies the Authority/TIRZ may have, including right of termination under Paragraph 14.1.
- 2.6.2 In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for Architect/Engineer's additional services and expenses made necessary by such default, neglect, or failure. Such action by the Authority/TIRZ and amounts charged to the Contractor are both subject to prior approval of the Director. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Authority/TIRZ.
- 2.6.3 Notwithstanding the Authority/TIRZ's right to carry out the Work, maintenance and protection of the Work remain the Contractor's responsibility, as provided for in the Performance Bond and as provided in Paragraphs 10.1 and 10.3.

ARTICLE 3 - THE CONTRACTOR

3.1 DEFINITION

- 3.1.1 **Contractor:** The person, firm, or corporation identified as such in the Agreement, and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.
- 3.1.2 The Contractor shall maintain an office or agent located in Houston, Texas during the period of construction; which location's street address or post office address shall be filed with the Authority/TIRZ.
- 3.1.3 The Contractor shall not let or transfer this Contract without the consent of the Authority/TIRZ.
- 3.1.4 Contractor and Contractor's employees shall not give or lend money or anything of value to an officer or employee of the Authority/TIRZ or the City of Houston; should this provision be violated, the Director may terminate the Contract.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the

Authority/TIRZ pursuant to Paragraph 2.3 and shall report at once to the Director or Project Manager any discovered errors, inconsistencies, or omissions.

- 3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such conditions and other information known to the Contractor with the Contract Documents before commencing activities. Discrepancies, inconsistencies, or omissions discovered during this process shall be immediately reported to the Director or Project Manager for resolution.
- 3.2.3 The Contractor shall make a reasonable attempt to understand the Contract Documents before requesting interpretation from the Director or Project Manager.
- 3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.16.
- 3.2.5 The Contractor shall verify compliance of the Work with Contract Documents before requesting observation by the Director or Project Manager.
- 3.2.6 The Contractor shall give the Director or Project Manager 48-hour written notice before commencing work or renewing work where work has been stopped. Contractor shall also give the same notice to authorized inspectors, superintendents, or those in charge of gas or water pipes, or railroads, affected by construction operations.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 The Contractor shall supervise, direct, and inspect the Work competently and efficiently, devoting such attention and applying such skills and expertise as necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible and have control over the construction means, methods, techniques, sequences, and procedures of construction; for safety precautions and programs in connection with the Work; and for coordinating all work under the Contract.
- 3.3.2 Regardless of inspections by the Authority/TIRZ or the City, the Contractor is responsible for performing and completing the Work in accordance with the Contract Documents. Neither the Authority/TIRZ nor the City have liability or responsibility to the Contractor or Surety for work performed by the Contractor which is not in accordance with Contract Documents, even if this work was performed in the presence of representatives of the Authority/TIRZ or the City at the Project site, regardless of whether discovered during construction or after acceptance of the Work.
- 3.3.3 It shall be the responsibility of the Contractor to provide for the safety of workers and the public. Contractor shall also provide for traffic convenience within public rights-of-way and to adjacent private property. Construction traffic shall stay out of existing residential neighborhoods and existing streets shall be kept clean.

3.3.4 The Project Manager shall approve the proposed access roads, which shall be used for the movement of personnel and equipment. The initial access roads shall be subject to change by the Director or Project Manager, occasioned by the progress of the Work or unforeseen conditions.

3.4 SUPERINTENDENT

3.4.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work at all times. The superintendent shall have the authority and responsibility to act for the Contractor and to represent the Contractor. Communications given to the superintendent shall be as binding as if given to the Contractor.

3.4.2 The Contractor, after Notice of Intent to Award, and prior to beginning field operations, shall furnish to the Director or Project Manager, in writing, the name and qualifications of the person proposed by the Contractor to be the superintendent. The Contractor shall not assign or substitute any person as superintendent to whom the Director or Project Manager makes reasonable objection in writing.

3.5 LABOR, MATERIALS, AND EQUIPMENT

3.5.1 For building and facility projects, the Contractor shall perform with its own forces at the site, work equivalent to at least 15 percent of the total amount of the Contract Price. For utility, street and bridge projects, the Contractor shall perform with its own forces at the site, work equivalent to at least 30 percent of the Contract Price. If during the progress of the Work the Contractor requests a reduction in such percentages and the Director or Project Manager determines that it would be in the best interest of the Authority/TIRZ, the percentage of the work to be performed by the Contractor's forces may be reduced with the written consent of the Director or Project Manager.

3.5.2 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain strict discipline and good order at the site. The Authority/TIRZ may, by written notice, require the Contractor to remove from the work any employee of the Contractor or its Subcontractors at any tier, whom the Authority/TIRZ reasonably deems incompetent, careless, or otherwise objectionable.

3.5.3 Contractor shall comply with City Code of Ordinances, Chapter 15, Article II relating to equal opportunity employment, and take affirmative action to ensure that applicants are employed and employees are treated without regard to race, religion, color, sex, national origin, or age.

3.5.3.1 *See Supplementary Conditions.*

3.5.3.2 *See Supplementary Conditions.*

- 3.5.4 DRUG DETECTION AND DETERRENCE
- 3.5.4.1 It is the goal of the Authority/TIRZ and a requirement in its agreement with the City to achieve a drug-free work force and to provide a workplace that is free from the use of illegal drugs and alcohol through enforcement of the following conditions. It is the policy of the City that the manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 (Mayor's Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31, Revised (Executive Order). City Council Motion No. 92-1971 (Mayor's Policy) is on file in the office of the City Secretary. Copies of Executive Order No. 1-31, Revised may be obtained in the Room 766-B, City of Houston Offices located at 611 Walker Street, Houston, Texas 77002.
- 3.5.4.2 *See Supplementary Conditions.*
- 3.5.4.3 *See Supplementary Conditions.*
- 3.5.4.4 *See Supplementary Conditions.*
- 3.5.4.5 *See Supplementary Conditions.*
- 3.5.4.6 *See Supplementary Conditions.*
- 3.5.5 Unless otherwise provided in the Contract Documents, Contractor shall furnish and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, transportation, temporary facilities, supplies, and other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 3.5.6 Materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by Director or Project Manager, Contractor shall furnish satisfactory evidence, including reports of required tests, as to the kind and quality of materials and equipment.
- 3.5.7 Materials and equipment along the line of work shall be stored along the right-of-way in such a manner to cause the least inconvenience to property owners, tenants, and the general public, and shall not block access to, or be closer than, three feet to any fire hydrant. Trees, lawns, walks, drives, streets and other improvements shall be protected from damage by the Work, by materials, earth, debris, water or otherwise. If private or public property is damaged by the Contractor, it

shall be restored to original condition or better by the Contractor.

3.5.7.1 The Contractor shall obtain Director's or Project Manager's approval for storage areas to be used for materials or equipment, for which payment has been requested under the provisions of Subparagraph 9.7.1.3. Access to such storage areas, for inspection purposes, shall be provided to designated Authority/TIRZ representatives. Materials once paid for by the Authority/TIRZ become property of the Authority/TIRZ and may not be removed from the place of storage, except to the work site, without the Director's written permission. Contractor's all-risk insurance shall cover all perils including loss or damage to materials during storage, loading, unloading, and transit to the job site.

3.5.8 Work shall be performed in a thorough, workmanlike manner, notwithstanding any omission from the Specifications or the Drawings. Work not in accordance with the Contract Documents shall be made to conform thereto. Material not in conformance with Contract Documents will be rejected by the Director or Project Manager and shall be promptly removed from the site at the Contractor's expense.

3.6 PREVAILING WAGE RATES

3.6.1 Contractor shall comply with governing statutes providing for labor classification of wage scales, as stipulated in Document 00812 - Wage Scale for Engineering Construction, for each craft or type of laborer, worker, or mechanic.

3.6.2 Each week the Contractor shall submit to the Director or Project Manager, certified copies of payrolls showing classification and wages paid by the Contractor and all Subcontractors for each employee working on the Project for any day included in the Contract.

3.7 LABOR CONDITIONS

3.7.1 In the event of labor disputes affecting the Contractor or Contractor's employees, the Contractor shall utilize all possible means to resolve the dispute in order that the Project not be delayed to any extent. These means shall include seeking injunctive relief and filing unfair labor practice charges and any other action available to the Contractor.

3.7.2 When Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of the Work, the Contractor shall immediately notify the Director or Project Manager in writing. No Claims will be accepted for costs incurred as a result of jurisdictional or labor disputes.

3.8 PRODUCT OPTIONS AND SUBSTITUTIONS

3.8.1 For products specified by reference standards or by description only, Contractor may provide any product meeting those standards

or description. If a specific color or sample is required by the Contract Documents, then the Contractor must select a product that offers that color or sample.

3.8.2 For products specified by naming one or more manufacturers, with provision for substitutions (or equal), Contractor may submit a request for substitution for any manufacturer not named.

3.8.3 Substitutions will be considered only within the first 15 percent of Contract Time or the first 30 days after Date of Notice to Proceed, whichever is less.

3.8.4 Contractor shall document each request for substitution with complete data substantiating compliance of proposed substitution with Contract Documents.

3.8.5 A request for substitution constitutes a representation that the Contractor:

3.8.5.1 has investigated the proposed product and determined that it meets or exceeds the quality level of the specified product;

3.8.5.2 shall provide the same warranty for the substitution as for the specified product;

3.8.5.3 shall coordinate installation of the proposed substitution and will make changes to other Work which may be required for the Work to be complete, with no additional cost to the Authority/TIRZ;

3.8.5.4 confirms that cost data is complete and includes all related costs under the Contract Documents, and;

3.8.5.5 waives Claim for additional cost or time extension which may subsequently become apparent.

3.8.5.6 shall provide review or redesign services by a licensed Architect/Engineer and shall obtain reapproval and permits from authorities.

3.8.6 Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, nor will they be considered when acceptance will require revision to the Contract Documents.

3.8.7 The Director or Project Manager has authority to reject any request for substitution.

3.9 CASH ALLOWANCES

3.9.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents for:

3.9.1.1 services, utility relocations, permits, or other such capital costs;

3.9.1.2 materials and equipment.

Items covered by an allowance shall be supplied for such amounts and by such persons or entities as the Authority/TIRZ may direct, but the Contractor shall not be required to directly employ persons or entities against which the Contractor makes reasonable objection; however, the Authority/TIRZ may require the engagement of a specific subcontractor for the purpose of designing, fabricating, and installing public art.

3.9.2 Unless otherwise stated in the Contract Documents:

3.9.2.1 materials and equipment under an allowance shall be selected promptly by the Authority/TIRZ within the time limits for processing submittals;

3.9.2.2 allowances shall cover the cost to the Contractor of services completed or materials and equipment delivered at the site and all required non-exempt taxes, less applicable trade discounts;

3.9.2.3 Contractor's costs for administering services and for unloading and handling products at the site; labor, installation costs, overhead, profit and other expenses contemplated for the allowance shall be included in the Contract Price and not in the allowance;

3.9.2.4 whenever costs are more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall be the difference between actual costs and the amount of the allowance stated in the Contract Documents.

3.10 WARRANTY

3.10.1 The Contractor warrants to the Authority/TIRZ and the City that materials and equipment furnished under the Contract will be free of defects in title, of good quality, and new unless otherwise required or permitted by the Contract Documents. The Contractor further warrants that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with requirements of the Contract Documents.

3.10.1.1 The Contractor further warrants that the Work will be free of concentrations of polychlorinated biphenyl (PCB), and other substances defined as hazardous by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any other applicable law or regulation. Excepted from this warranty, are those hazardous substances specified for use under this Contract.

3.10.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered non-conforming Work. The Contractor's warranty excludes remedy for damage or defect caused by abuse by person or persons other than those for whom the Contractor is responsible, modifications performed by someone other than the Contractor, improper or insufficient maintenance by the Authority/TIRZ or the City,

improper operation, or normal wear and tear under normal usage, and excludes a claim that hazardous material was incorporated into the Work if that material was specified in the Contract Documents. If required by the Director or Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.10.3 In the event of a defect in a specified product, either during construction or the warranty period, the Contractor shall take appropriate measures with the manufacturer of the product to assure correction or replacement of the defective product with minimum delay.

3.10.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Authority/TIRZ upon payment to the Contractor of that Application for Payment and that the Work, materials, and equipment shall be free and clear of all liens, claims, security interests or encumbrances. No Work, materials or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained or an encumbrance is attached by the seller, the Contractor, or other party.

3.11 TAXES

3.11.1 The Authority/TIRZ is exempt from Texas sales and use taxes pursuant to Texas Tax Code 151.309 as a special district of the State of Texas. Authority/TIRZ shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, Contractor shall not collect Texas sales and use taxes from Authority/TIRZ with respect to this Contract. Contractor and subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code 151.311: (i) tangible personal property that will be incorporated into Authority/TIRZ's or City's realty; (ii) tangible personal property that is necessary and essential for the performance of this Contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this Contract that are required to be provided by this Contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Authority/TIRZ cost savings due to exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas sales and use tax.

3.11.2 *Not used.*

3.11.3 The Authority/TIRZ is exempt from the Federal Transportation and Excise Tax. The Contractor shall comply with federal regulations governing such exemptions.

3.12 PERMITS, FEES, AND NOTICES

- 3.12.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all construction permits, licenses, and inspections necessary for proper execution and completion of the Work and which are legally required at the time bids are received and as may be described in the Supplementary Conditions.
- 3.12.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including Contractor's or Subcontractors' licenses; neither the Authority/TIRZ, the City nor its agents shall be responsible for monitoring the Contractor's compliance with this requirement.
- 3.12.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Director or Project Manager in writing, and necessary changes shall be accomplished by appropriate modification.
- 3.12.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, rules and regulations without such notice, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- 3.12.5 *See Supplementary Conditions.*

3.13 CONSTRUCTION SCHEDULES

- 3.13.1 Promptly after award of the Contract, the Contractor shall prepare and submit a construction schedule for the Work for the Director's or Project Manager's review. The schedule shall reflect the minimum time required to complete the Project, not to exceed time limits current under the Contract Documents. Contractor shall revise the schedule at appropriate intervals as required by conditions of the Work and the Project, the schedule shall be related to the entire Project to the extent required by Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- 3.13.2 The Contractor shall prepare and keep current, and submit for Director's or Project Manager's approval, a schedule of submittals which is coordinated with the construction schedule.
- 3.13.3 The Contractor shall submit to the Director or Project Manager a copy of the revised construction schedule indicating actual progress, incorporating all applicable changes, and indicating courses of action required to assure Project completion within the Contract Time. Contractor shall submit submittals at the beginning of each month unless another requirement is included in the Specifications.

3.14 DOCUMENTS AND SAMPLES AT THE SITE

- 3.14.1 The Contractor shall maintain at the site and make available to the Director and Project Manager one record copy of Drawings, Specifications, Addenda, Change Orders and other Modifications. Such documents shall be maintained in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the site approved Shop Drawings, Product Data, Samples, and similar submittals. These shall be delivered to the Director or Project Manager prior to final inspection as required in Subparagraph 9.11.3.
- 3.14.2 Contractor shall maintain all books, documents, papers, accounting records and other relevant documentation pursuant to the Project and shall make such books, documents, papers, and accounting records available to Director or Project Manager for review and audits at Director's office during the Contract term and for three years following the Date of Substantial Completion or until litigation or audits are fully resolved.
- 3.14.3 The Executive Director of the Authority/TIRZ or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Contractor covenants to provide to the Executive Director all documents and records that the Executive Director deems necessary to assist in determining Contractor's compliance with this Contract, with the exception of those documents made confidential by Federal or State law or regulation.

3.15 MANUFACTURER'S SPECIFICATIONS

- 3.15.1 The Contractor shall handle and install all materials and perform all work in the manner required by the materials manufacturer. Should the Contract Documents and manufacturer's instructions conflict, the Contractor shall report the conflict to the Director or Project Manager for resolution prior to proceeding with the Work.
- 3.15.2 References to the manufacturer's specifications, manufacturer's directions, or manufacturer's recommendations, shall refer to the referenced manufacturer's current published documents in effect as of the date of receipt of bids, or for Change Orders, as of the date of the Change Order.

3.16 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- 3.16.1 **Shop Drawings:** The drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor, Subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Work.
- 3.16.2 **Product Data:** The illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion or the Work.

- 3.16.3 **Samples:** The physical examples which illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- 3.16.4 Shop Drawings, Product Data, and Samples are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design intent expressed in the Contract Documents. Review by the Director or Project Manager is subject to the limitations of Subparagraph 4.2.4.
- 3.16.5 The Contractor shall review, approve, and certify that the content of the submittals conforms to Contract Documents without exception by affixing Contractor's approval stamp and signature, and submit to the Director or Project Manager the Shop Drawings, Product Data, and Samples required by the Contract Documents. Submittals shall be transmitted with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Authority/TIRZ or of a separate contractor. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. If, in the opinion of the Director or Project Manager, the submittals are incomplete, indicate an inadequate understanding of the Work covered by the submittal or a lack of review by the Contractor prior to submittal, the submittal may be returned unchecked to the Contractor for correction of deficiencies and subsequent resubmittal. Any delay resulting from a requirement for resubmittal due to corrections, deficiencies, incomplete information, lack of review by the Contractor, or Contractor's inadequate understanding of the Work as reflected in the shop drawing in question will be the responsibility of the Contractor and will not form the basis for a Claim for an increase in the Contract Time.
- 3.16.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, and Samples until the respective submittal has been returned with appropriate action. Such work shall be in accordance with reviewed submittals, unless the submittals are subsequently found to be defective.
- 3.16.7 By approving, certifying, and submitting Shop Drawings, Product Data, and Samples the Contractor represents, and Contractor's stamp of approval shall state, that Contractor has determined and verified materials, quantities, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.
- 3.16.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Director's or Project Manager's review of Shop Drawings, Product Data, or Samples unless the Contractor has specifically informed the Director or Project Manager in writing with specific notation of each deviation at the time of submittal, and the Director or Project Manager has given written approval of each specific deviation. The Contractor shall not be relieved of

responsibility for errors or omissions in Shop Drawings, Product Data, or Samples by the Director's or Project Manager's approval thereof.

- 3.16.9 The Contractor shall direct specific attention, in writing and on resubmitted Shop Drawings, Product Data, or Samples to revisions other than those requested by the Director or Project Manager on previous submittals.
- 3.16.10 Informational submittals upon which the Director or Project Manager is not expected to take responsive action may be identified in the Contract Documents.
- 3.16.11 When professional certification of performance criteria or materials, systems, or equipment is required by the Contract Documents, the Director or Project Manager shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- 3.16.12 The Contractor shall submit Shop Drawings, Product Data, and Samples to the Director or Project Manager in time to allow a minimum of ten (10) days for Director's or Project Manager's review prior to the date the Contractor needs the reviewed submittals returned. On instructions of Director or Project Manager this time may be shortened for a particular job requirement. For product colors or textures to be selected by Architect/Engineer, submit all samples together to allow the Architect/Engineer to prepare a complete selection schedule.
- 3.16.13 Submit Shop Drawings, Product Data, and Samples in the forms, quantities, and procedures specified in the Specifications.
- 3.16.14 When Shop Drawings, Product Data, and Samples are required, related work performed prior to review and acceptance of such submittals shall be at the Contractor's risk and the Authority/TIRZ shall not be obligated to accept such work if such submittals are later found to be not acceptable.

3.17 USE OF SITE

- 3.17.1 The Contractor shall perform and confine operations at the site to those areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with materials or equipment.
- 3.17.2 In addition to land provided by the Authority/TIRZ under Paragraph 2.4, Contractor shall provide for all land and access thereto that may be required for use by Contractor for temporary construction facilities or for storage of materials and equipment, and shall indemnify the Authority/TIRZ and the City during such use as stated in Paragraph 3.24.

3.18 CULTURAL RESOURCES

- 3.18.1 The Contractor shall not remove or disturb, or cause to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Contractor shall immediately

notify the Director. The Contractor shall protect the site and material from further disturbance until a professional examination can be made or until clearance to proceed is authorized in writing by Director.

3.19 CUTTING AND PATCHING

3.19.1 The Contractor shall be responsible for cutting, fitting, and patching necessary to accomplish the Work and shall suitably support, anchor, attach, match, and trim or seal materials to the work of others. The Contractor shall coordinate the Work with the work of other contractors to minimize conflicts, as provided in Article 6, Construction by Authority/TIRZ or by Separate Contractors.

3.19.2 The Contractor shall not endanger any work by cutting, digging, or other action, and shall not cut or alter the work of other contractors except with the written consent of the Director or Project Manager and the affected contractor.

3.20 CLEANING

3.20.1 The Contractor shall perform a daily clean-up of all dirt, debris, scrap materials and other disposable items resulting from Contractor's operations, whether on site or off site. Unless otherwise authorized, all streets, access streets, driveways, and walkways shall be kept clean and open at all times.

3.20.2 Failure of the Contractor to maintain a clean site, including access streets, will be the basis for the Director or Project Manager to issue a written notice of non-compliance with the Contract. Should that notice to correct not be complied with within 24 hours, the Director or Project Manager may authorize the necessary clean-up to be performed by others and the cost of such clean-up may be deducted from monies due the Contractor.

3.20.3 The Contractor shall legally dispose off site all waste materials and other excess materials resulting from Contractor's operations off site.

3.21 SANITATION

3.21.1 The Contractor shall provide and maintain sanitary facilities at the jobsite for the use of all construction forces under the Contract. Newly constructed or existing sanitary facilities shall not be used by Contractor.

3.22 ACCESS TO WORK AND TO INFORMATION

3.22.1 The Contractor shall provide the Authority/TIRZ, the City, Architect/Engineer, testing agencies, and governmental agencies with jurisdictional interests, access to the Work in preparation and in progress wherever located. Contractor shall provide proper and safe conditions for such access.

3.22.2 The Contractor shall furnish to the Director or Project Manager such information as required respecting the character of the products and the progress and manner of the Work, including

information necessary to determine the cost of the Work, such as the number of employees, pay of employees, and the time employees worked on various classes of the Work.

3.23 ROYALTIES, PATENTS, AND TRADE SECRETS

3.23.1 Unless otherwise provided in the Contract Documents, the Contractor shall at its cost procure any license or permit which is required for the use of any patented invention, article, process, or means, method, or instrumentality wrought into, used in, upon, or in any way or manner connected with the construction, erection, or maintenance of the Work or any part thereof as embraced in the Contract. Contractor shall pay all fees or royalties required for any such use or license. Such fees shall, unless otherwise provided in these Contract Documents, be included in the Contract Price. Contractor and Surety shall protect and hold harmless the Authority/TIRZ and the City against any and all demands arising from the Contractor's failure to comply with this requirement.

3.23.2 Alleged ownership by the Contractor of trade secrets as to products used in the Work, or the preparation of any mixture for the Work, shall not be recognized by the Authority/TIRZ in the performance of the Contract. The Director or Project Manager shall at all times have the right to demand and shall be furnished information concerning materials or samples of ingredients of any materials used or proposed to be used in preparation of the concrete placed or other work to be done. Mixtures once agreed on shall not be changed in any manner without the knowledge and consent of the Director or Project Manager. Authority/TIRZ will make its best efforts to protect the confidentiality of such proprietary information.

3.23.3 Intellectual Property Rights and Indemnification:

3.23.3.1 Contractor shall not furnish or provide to Authority/TIRZ any Materials or Work that infringes on a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to the Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to the Authority/TIRZ.

3.23.3.2 Contractor represents and warrants that the Materials and the Work shall be free from third party claims of ownership and the Authority/TIRZ's and the City's right to own, use, or otherwise disclose such Materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).

- 3.23.3.3 Contractor represents and warrants to the Authority/TIRZ that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Authority/TIRZ and/or the City shall be free from third party claims of ownership and that Authority/TIRZ's right to own, use, or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- 3.23.3.4 Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to the Authority/TIRZ are free from infringement of third party intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all products provided by the Contractor to the Authority/TIRZ are free from third party claims on infringement of intellectual property rights, including allegations that the product infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with the Authority/TIRZ and/or the City with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by the Authority/TIRZ or the City in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to the Authority/TIRZ, Contractor shall obtain agreements from Contractor's suppliers and subcontractors to cooperate in connection with requests for disclosure generated or received by the Authority/TIRZ and/or the City pursuant to the Process Patents Amendment Act of 1988.
- 3.23.3.5 CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD THE AUTHORITY/TIRZ, THE DISTRICT, CENTRAL HOUSTON, INC. AND THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION BROUGHT BY THIRD PARTIEES (AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES OF JUDGEMENTS SUSTAINED OR INCURRED BY OWNER IN CONNECTION THEREWITH, INCLUDING THE COSTS OF INVESTIGATION AND REASONABLE ATTORNEYS FEES) ARISING OUT OF OR RELATING TO: (I) CONTRACTOR'S BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF

IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT AUTHORITY/TIRZ AND/OR CITY'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO AUTHORITY/TIRZ AND/OR CITY INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES USED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES INCURRED BY THE AUTHORITY/TIRZ AND/OR THE CITY, IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH. THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL APPLY EVEN IF THE THIRD PARTY ALLEGES OR ESTABLISHES THAT THE AUTHORITY/TIRZ, THE DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY WAS PARTIALLY NEGLIGENT OR OTHERWISE AT FAULT (E.G. THAT AUTHORITY/TIRZ, THE DISTRICT, CENTRAL HOUSTON, INC. AND/OR CITY WAS NEGLIGENT IN RETAINING CONTRACTOR'S SERVICES AND ACCEPTING MATERIALS, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS FROM CONTRACTOR, OR THAT AUTHORITY/TIRZ, THE DISTRICT, CENTRAL HOUSTON, INC. AND/OR CITY WAS NEGLIGENT IN FAILING TO ASCERTAIN WHETHER THE MATERIALS, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS INFRINGED THE RIGHTS OF THIRD PARTIES).

3.24 INDEMNIFICATION

- 3.24.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE AUTHORITY/TIRZ, THE DISTRICT, CENTRAL HOUSTON, INC., AND THE CITY, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.24.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 3.24.1.1 THROUGH 3.24.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 3.24.1.2 THE INDEMNIFIED PARTIES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

3.24.1.3 THE INDEMNIFIED PARTIES' AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE AUTHORITY/TIRZ FOR THE AUTHORITY/TIRZ'S SOLE NEGLIGENCE, THE DISTRICT FOR THE DISTRICT'S SOLE NEGLIGENCE, CENTRAL HOUSTON, INC., FOR CENTRAL HOUSTON, INC.'S SOLE NEGLIGENCE, OR THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.24.2 It is the expressed intention of the parties hereto that the indemnity provided herein is an agreement by the Contractor to indemnify and protect the Indemnified Parties from the Indemnified Parties' own negligence where said negligence is an alleged or actual concurring proximate cause of any alleged third party harm.

3.24.3 The indemnity provision provided herein shall have no application to any claim or demand where bodily injury, death, or damage results only from the sole negligence of the Indemnified Parties unmixed with any fault of the Contractor.

3.24.4 Notwithstanding anything herein to the contrary, the liability of the Contractor under this indemnity provision shall not exceed \$1,000,000 per occurrence.

3.24.5 INDEMNIFICATION PROCEDURES

3.24.5.1 *Notice of Claims.* If the Authority/TIRZ or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

3.24.5.1.1 a description of the indemnification event in reasonable detail,

3.24.5.1.2 the basis on which indemnification may be due, and

3.24.5.1.3 the anticipated amount of the indemnified loss.

This notice does not stop or prevent the Indemnified Parties from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the receiving party does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.24.5.2 *Defense of Claims.*

3.24.5.2.1 **Assumption of Defense.** Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Parties. Contractor shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, Contractor must advise the Indemnified Parties as to whether or not it will defend the claim. If Contractor does not assume the defense, the Indemnified Parties shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.24.5.2.2 **Continued Participation.** If Contractor elects to defend the claim, the Indemnified Parties may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the Indemnified Parties, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Parties to comply with restrictions or limitations that adversely affect the Indemnified Parties, (ii) would require the Indemnified Parties to pay amounts that Contractor does not fund in full, (iii) would not result in the Indemnified Parties' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 DEFINITIONS

- 4.1.1 **Director:** The individual, designated in the Agreement, authorized to represent the Authority/TIRZ and acting directly or through the Project Manager, Inspector, or Architect/Engineer.
- 4.1.2 **Project Manager:** The authorized representative of the Director for administration of the Project. At his option, the Director may appoint more than one person to be Project Manager related to specific responsibilities described herein.
- 4.1.3 **Inspector:** The authorized representative of the Director for assistance to the Project Manager in inspection of the Work.

- 4.1.4 **Architect/Engineer:** The individual who is lawfully licensed to practice architecture or engineering, and is employed by, or under contract to, the Authority/TIRZ to provide professional services as defined in Contract Documents, under the direction of the Director and Project Manager, and in making recommendations to the Director and Project Manager. The term Architect/Engineer means the architect or engineer or his or her authorized representative. When an Architect/Engineer is not employed for administration of the Contract, the Director and Project Engineer will perform the duties and responsibilities designated in the Contract Documents for the Architect/Engineer in addition to the usual duties of the Project Engineer.
- 4.1.5 **Underground Facilities:** Pipes, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and encasements containing such facilities which exist underground for electricity, telephone, cable television, traffic control, or other communications systems; pipes conveying gases, steam, water, liquid petroleum products, sewage, storm drainage or other liquids.

4.2 CONTRACT ADMINISTRATION

- 4.2.1 The Director will provide administration of the Contract as described in the Contract Documents, and will be the Authority/TIRZ's representative during construction, and from time to time during the correction period described in Subparagraph 12.2.2.
- 4.2.2 Director, or designated representative of Director, will not have control over or charge of, and will not be responsible for, supervision, construction, and safety procedures enumerated in Subparagraph 3.3.1 and Article 10. Director, or designated representative of Director, will not have control over or charge of and will not be responsible for acts or omission of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.
- 4.2.3 Project Manager or designated representative of the Director has the right to attend project meetings and visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. Neither the Project Manager nor the Inspector will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- 4.2.4 The Project Manager or designated representative of the Director, will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- 4.2.4.1 Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities,

or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor.

- 4.2.4.2 The Project Manager's or designated Director's representative's review of submittals shall not relieve the Contractor of obligations under Paragraphs 3.3, 3.10, and 3.16. The review will not constitute approval of safety precautions or, unless otherwise specifically stated by the Project Manager, of any construction means, methods, techniques, sequences, or procedures. The Project Manager's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.2.5 The Director or Project Manager will prepare Change Orders and Work Change Directives and may authorize Minor Changes in the Work as provided in Paragraph 7.5.
- 4.2.6 Based on field observations and evaluations, the Director will process Contractor's Progress Payments, will certify the amounts due the Contractor, and will issue Certificates for Payment in such amounts.
- 4.2.7 The Director or Project Manager, assisted by the Architect/Engineer when employed, will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, and will receive and forward to the Authority/TIRZ for the Authority/TIRZ's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The Director will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents.
- 4.2.8 The Director or Project Manager will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Director's response to such requests will be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of the Director will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.
- 4.2.9 The Director or Project Manager has authority to reject Work, which does not conform to Contract Documents.
- 4.2.10 Whenever the Director considers it necessary or advisable for implementation of the intent of the Contract Documents, the Director has authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.3 and 13.5.4, whether or not such Work is fabricated, installed, or completed.
- 4.2.11 Neither the authority of Director or Project Manager nor a decision made in good faith to exercise or not to exercise such authority under this Article 4 shall give rise to a duty or responsibility of the Director or Project Manager to the Contractor, Subcontractors, or their agents or employees, or to other persons performing portions of the Work.

4.3 COMMUNICATIONS IN CONTRACT ADMINISTRATION

4.3.1 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized by Director, Contractor communication shall be with Director and/or Project Manager. Communications by and with the Architect/Engineer shall be through the Director and/or Project Manager. Communication with Architect/Engineer's consultants shall be through the Director and/or Project Manager and Architect/Engineer. Communications with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Director or Project Manager.

4.4 CLAIMS AND DISPUTES

4.4.1 **Claim:** A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to terms of the Contract. The term Claim also includes other disputes and matters in question between the Authority/TIRZ and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.4.2 *Documentation by the Project Architect/Engineer.* Claims, including those alleging an error or omission by the Project Manager or Architect/Engineer, shall be referred initially to the Project Architect/Engineer for documentation and recommendation to the Director.

4.4.3 *Decision of the Director.* Claims shall be referred to the Director for action as provided in Paragraph 4.5. A presentation of a Claim and a decision by the Director, as provided in Subparagraph 4.5.4 shall be required as a condition precedent to litigation of a Claim between the Contractor and Authority/TIRZ as to all such matters arising prior to the date the final payment is due, regardless of whether such matters relate to execution and progress of the Work or the extent to which the Work has been completed.

4.4.3.1 The decision by the Director in response to a Claim shall not be a condition precedent to litigation in the event the Director has failed to render a decision under Subparagraphs 4.5.1 or 4.5.4 within agreed time limits.

4.4.4 *Time Limits on Claims.* Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim.

4.4.5 *Continuing Contract Performance.* Pending final solution of a Claim including mediation, unless otherwise agreed in writing, the Contractor shall proceed diligently with the performance of the Contract and the Authority/TIRZ shall continue to make payments in accordance with Contract Documents.

4.4.5.1 Pending final resolution of a Claim including mediation, and during investigation of conditions, Contractor shall be responsible for the safety and protection of the physical properties and conditions at the site.

4.4.6 *Claims for Concealed or Unknown Conditions.*

4.4.6.1 Concealed or unknown physical conditions include utility lines, other man-made structures, storage facilities, hazardous substance, and the like but do not include conditions arising from Contractor operations, or the failure of Contractor to properly protect and safeguard subsurface facilities. Concealed conditions also include naturally occurring soil conditions outside the range of soil conditions identified through geotechnical investigations, but do not include conditions arising from ground water, rain or flood.

4.4.6.2 If conditions are encountered at the work site which are subsurface, underground facilities or otherwise concealed or unknown conditions which differ materially from:

4.4.6.2.1 those indicated by Contract Documents; or

4.4.6.2.2 conditions which Contractor could have discovered through site inspection, geotechnical testing, or otherwise; then notice shall be given by the Contractor to the Director in writing before the condition is disturbed, but in no case later than two (2) days after Contractor's first observation of the condition. Contractor's failure to provide notice as provided herein shall constitute waiver of claim.

4.4.6.3 The Director will promptly investigate such conditions and, if conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Director will recommend an adjustment in the Contract Price or the Contract Time, or both, as provided in Article 7, Changes in the Work. If the Director determines that the conditions at the site are not materially different and that no change in the Contract Price or Contract Time is justified, the Director shall so notify the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after Director has given notice of the decision. If the Authority/TIRZ and Contractor cannot agree on an adjustment to Contract Price or the Contract Time, the adjustment shall be subject to further proceedings pursuant to Paragraph 4.5.

4.4.7 *Claims for Additional Cost.* If the Contractor wishes to make Claim for an increase in the Contract Price, written notice shall be given before proceeding with work for which Contractor intends to submit a claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.4.

4.4.7.1 If the Contractor believes additional cost is involved for reasons including but not limited to:

4.4.7.2 a written interpretation of the Director;

4.4.7.3 an order by the Authority/TIRZ to stop the Work when the Contractor is not at fault;

4.4.7.4 failure of the Authority/TIRZ to make payment;

4.4.7.5 suspension of Work by the Authority/TIRZ;

4.4.7.6 termination of the Contract by the Authority/TIRZ, or;

4.4.7.7 other provision herein.

Claims shall be filed in accordance with the procedure established herein.

4.4.7.8 No increase in Contract Price will be allowed for delays or hindrances to the Work, except for direct and unavoidable extra costs to the Contractor caused by the failure of the Authority/TIRZ to provide information and services, availability of land, or material, if any, which is to be provided by the Authority/TIRZ under the terms of this Contract. Any such increase shall be subject to the provisions of Article 7.

4.4.7.9 In no instance will the Authority/TIRZ be deemed liable for claims for delay when the Date of Substantial Completion occurs prior to the expiration of the Contract Time.

4.4.8 *Claims for Additional Time.* If the Contractor wishes to claim an increase in the Contract Time, written notice shall be given as provided in Paragraph 8.3. In the case of continuing delay, only one Claim is necessary.

4.4.9 *Claims for Injury or Damage to Person or Property.* If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time, not exceeding two (2) days after the first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or additional time due to damage or injury is to be asserted, it shall be filed as provided in Subparagraphs 4.4.7 or 4.4.8.

4.5 RESOLUTION OF CLAIMS AND DISPUTES

4.5.1 The Director will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim:

4.5.1.1 request additional supporting data from the claimant;

4.5.1.2 submit a schedule to the parties indicating when the Director expects to take action;

4.5.1.3 reject the Claim in whole or in part, stating reasons for rejection;

4.5.1.4 recommend approval of the Claim by the other party, or;

4.5.1.5 suggest a compromise.

The Director may also, but is not obligated to, notify the Surety of the nature and amount of the Claim.

4.5.2 If a Claim has been resolved, the Director will prepare or obtain appropriate documentation.

4.5.3 If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after receipt of the Director's preliminary response, take one or more of the following actions:

4.5.3.1 submit additional supporting data requested by the Director,

4.5.3.2 modify the initial Claim and resubmit for review, or,

4.5.3.3 notify the Director that the initial Claim stands.

4.5.4 The Director will render a written decision within twenty-one (21) days, or a time mutually agreed upon, including any change in the Contract Price or the Contract Time or both. The Director may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy. Director's decision shall be final and binding unless Director in Director's sole discretion rules the decision subject to mediation.

4.6 MEDIATION

4.6.1 *Claims Subject to Mediation.* A Claim in excess of five percent of the Contract Price may be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association if the Executive Director or Director approves such submission. All requests to submit Claims to mediation for resolution must be made prior to either party resorting to litigation. In the event that the mediation process begins, neither party shall resort to litigation until completion of the mediation process.

- 4.6.2 *Rules and Notices for Mediation.* Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree to other rules. Notice of demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
- 4.6.2.1 Contractor shall initially pay fees required by the American Arbitration Association. The Authority/TIRZ will reimburse Contractor, by Change Order, for the Authority/TIRZ's share of the proceedings, in accordance with the terms of Paragraph 7.4, plus interest at the rate of one percent per month.
- 4.6.3 *When Mediation May Be Demanded.* Demand for mediation of any Claim may not be made until the date on which the Executive Director or Director has rendered a final written decision on the Claim.
- 4.6.3.1 When a written decision of the Executive Director or Director states that the decision is final but subject to mediation, a demand for mediation of a Claim must be made within twenty-one (21) days after the date on which the party making the demand receives the final written decision. Failure to demand mediation within said twenty-one (21) day period shall result in the Executive Director's or Director's decision becoming final and binding on the Authority/TIRZ and the Contractor.
- 4.6.3.2 A demand for mediation shall be made within the time limits stated in Subparagraphs 4.6.1, 4.6.3, and 4.6.3.1 as applicable, and in no event shall it be made after the date when institution of legal proceedings based on such a claim would be barred by the applicable statute of limitations.

ARTICLE 5 - SUBCONTRACTORS AND SUPPLIERS

5.1 DEFINITIONS

- 5.1.1 **Subcontractor:** A Subcontractor is a person or entity who has a direct or indirect contract with the Contractor or is a person or entity who has a direct or indirect contract with another Subcontractor to perform a portion of the Work at the site. The term "Subcontractor" is referred throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractor of a separate contractor.
- 5.1.2 **Supplier:** A Supplier is a manufacturer, distributor, material-man, or vendor having a direct agreement with the Contractor or a Subcontractor for furnishing materials, equipment, or services.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 After receipt of Notice of Intent to award, Contractor shall submit in writing to the Director or Project Manager the names of Subcontractors and Suppliers proposed for each principal portion of the Work, with a description of the respective work. The Director will reply to the Contractor in writing stating whether or not the Authority/TIRZ, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Director to reply within seven (7) days shall constitute notice of no reasonable objection.
- 5.2.2 The Contractor shall not contract with a proposed Subcontractor or Supplier to whom the Director has made reasonable and timely objection.
- 5.2.3 If the Director has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Director has no reasonable objection.
- 5.2.4 Contractor shall execute contracts with Suppliers and approved Subcontractors within thirty (30) days after the date of the Notice to Proceed.
- 5.2.5 Contractor shall notify Director of any proposed change of a Subcontractor or Supplier previously accepted by the Authority/TIRZ.

5.3 CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS

- 5.3.1 The Contractor shall be fully responsible to the Authority/TIRZ, as may be required by laws and regulations, for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- 5.3.2 By written agreement, Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor, all the obligations and responsibilities which, the Contractor, by these Contract Documents, assumes toward the Authority/TIRZ. Said agreement shall protect and preserve the rights of the Authority/TIRZ under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, the benefits of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Authority/TIRZ.
- 5.3.3 The Contractor shall make available to each proposed Subcontractor, prior to execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- 5.3.4 The provisions herein regarding Subcontractor approvals shall in no way affect the liability of the Contractor to the

Authority/TIRZ regarding performance of all obligations by, or payment of, Subcontractors. Approval to subcontract and of any Subcontractor shall not to any degree relieve the Contractor of its obligation to perform, or have performed to the full satisfaction of the Authority/TIRZ, the Work required by this Contract.

5.4 M/W/DBE CONTRACT TERMS

5.4.1 *See Supplementary Conditions.*

5.4.2 *See Supplementary Conditions.*

ARTICLE 6 - CONSTRUCTION BY AUTHORITY/TIRZ OR BY SEPARATE CONTRACTORS

6.1 AUTHORITY/TIRZ'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Authority/TIRZ, the District, METRO, TxDOT and the City reserve the right to perform construction operations related to the Project with the Authority/TIRZ's, the District's and/or the City's own forces, and to award separate prime contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.

6.1.2 When separate contracts are awarded for different portions of the construction or operations at the site, the term "Contractor" in the Contract Documents in each case shall mean the entity which executes each separate agreement.

6.1.3 Unless otherwise provided in the Contract Documents, when the Authority/TIRZ, the District, METRO, TxDOT, or the City performs construction or operations related to the Project with their own forces, they shall have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in this Article 6 and Articles 10, 11, and 12.

6.2 COORDINATION

6.2.1 The Authority/TIRZ shall provide for coordination of the activities of the Authority/TIRZ's, the District's and/or the City's own forces and of each separate contractor, including those of METRO and/or TxDOT with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors, the Authority/TIRZ, the District, METRO, TxDOT, and/or the City in reviewing the construction schedules of the Authority/TIRZ, the District, METRO, TxDOT and/or the City and their contractors when directed to do so. The Contractor shall make any revisions to the construction schedule and the Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, the Authority/TIRZ, METRO, TxDOT and/or the City, until subsequently revised.

6.3 MUTUAL RESPONSIBILITY

- 6.3.1 The Contractor shall afford to the Authority/TIRZ and to separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall coordinate the construction and operations with other contractors as required by Contract Documents.
- 6.3.2 If part of the Contractor's Work depends on proper execution of construction or operations by the Authority/TIRZ, the District, METRO, TxDOT, and/or the City or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, inspect such other work and promptly report to the Director apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution of the Work. Failure of the Contractor so to report shall constitute an acknowledgement that the Authority/TIRZ's, the District's, METRO's, TxDOT's and/or the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to discrepancies or defects not then reasonably discoverable.
- 6.3.3 Costs caused by delays or by improperly timed activities or non-conforming construction shall be borne by the entity responsible therefor.
- 6.3.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Authority/TIRZ, the City or separate contractor.
- 6.3.5 A claim or dispute between the Contractor and any other contractor of the Authority/TIRZ, the District, METRO, TxDOT and/or the City working on the Project, or any subcontractor of any other contractor of the Authority/TIRZ, the District, METRO, TxDOT, and/or the City working on the Project, shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association upon demand by any party to the dispute or by the Authority/TIRZ or the City. An award made pursuant to arbitration shall be binding and final upon the parties and may be filed in any court of competent jurisdiction which may enter judgment thereon.
- 6.3.6 Each separate contractor shall have the same responsibilities for cutting and patching as are described in Paragraph 3.19.

6.4 AUTHORITY/TIRZ'S RIGHT TO CLEAN UP

- 6.4.1 If a dispute arises among the Contractor, separate contractors, and the Authority/TIRZ, as to responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.20, the Authority/TIRZ may clean up and allocate the cost attributable to Contractor as the Director determines.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes within the scope of the Work may be accomplished after execution of the Agreement without invalidating the Contract and without notice to Contractor's Surety by Change Order, Work Change Directive, or order for a Minor Change in the Work, subject to the limitations in this Article 7 and elsewhere in the Contract Documents.

7.1.1.1 Each change in the scope of work, whether by Change Order or Work Change Directive, which exceeds five percent (5%) of the Contract Price as set forth in the original Contract will require approval or ratification of the Authority/TIRZ Board of Directors.

7.1.2 A Change Order is an agreement between the Authority/TIRZ and Contractor; a Work Change Directive may or may not be agreed to by the Contractor; an order for a Minor Change in the Work may be issued by the Authority/TIRZ alone.

7.1.3 The Contractor shall proceed promptly to execute changes in the Work provided in the Change Order, Work Change Directive, or order for a Minor Change in the Work unless otherwise stated therein.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Authority/TIRZ and signed by the Director and Contractor, stating their agreement upon the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of adjustment in the Contract Price, if any; and

7.2.1.3 the extent of the adjustment in the Contract Time, if any.

7.3 WORK CHANGE DIRECTIVES

7.3.1 The Director may, by Work Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, stating a proposed basis for adjustment, if any, in Contract Price or Contract Time, or both. The Contractor shall carry out such directive promptly.

7.3.2 A Work Change Directive cannot change the Contract Price or the Contract Time, but is evidence that the parties agree that the change required by the Directive will be incorporated in a subsequently issued Change Order as to its effect, if any, on the Contract Price or the Contract Time.

7.3.3 A Work Change Directive signed by the Contractor indicates the agreement of the Contractor of the terms therewith, including

adjustment in Contract Price and Contract Time or the method for determining them. Agreement on adjustments in Contract Price and Contract Time shall be promptly incorporated into a Change Order for approval.

- 7.3.4 A Work Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Interim payments will be made in accordance with Subparagraph 9.6.1.2.

7.4 ADJUSTMENTS IN CONTRACT PRICE

- 7.4.1 Adjustments in Contract Price shall be based on one of the following methods:

- 7.4.1.1 mutual acceptance of a fixed price properly itemized and supported by sufficient substantiating data to permit evaluation;
- 7.4.1.2 unit prices stated in the Contract Documents or subsequently agreed upon;
- 7.4.1.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 7.4.1.4 as provided in Subparagraph 7.4.2.

- 7.4.2 If the Contractor does not respond promptly, or disagrees with the method for adjustment in the Contract Price, the method and the adjustment shall be determined by the Director or Project Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Price, an allowance for labor burden and for overhead and profit in the maximum percentages stated in the Supplementary Conditions.

- 7.4.2.1 In such case, the Contractor shall keep and present, in such form as the Director or Project Manager may prescribe, an itemized accounting together with appropriate supporting data. Failure to submit such itemized accounting and supporting data within twenty-one (21) days of a request for such data by the Director or Project Manager shall constitute waiver of such Claim.

- 7.4.2.2 Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph shall be limited to the following:

- 7.4.2.2.1 costs of labor, including labor burden as stated in Supplementary Conditions for social security, unemployment insurance, customary and usual fringe benefits required by agreement or custom, and workers' compensation insurance; however, the maximum labor burden to be applied to the costs of labor for changes in the Work shall be 55 percent;

- 7.4.2.2.2 costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- 7.4.2.2.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, with prior approval of the Director;
- 7.4.2.2.4 costs of premiums for all bonds and insurance and permit fees related to the Work;
- 7.4.2.2.5 additional costs of supervision and field office personnel directly attributable to the change; and
- 7.4.2.2.6 *See Supplementary Conditions for any additional conditions.*

7.4.3 The amount of credit to be allowed by the Contractor to the Authority/TIRZ for a deletion or change, which deletion or change results in a net decrease in the Contract Price, shall be determined in accordance with Subparagraphs 7.4.1, 7.4.2, 7.4.2.1, and 7.4.2.2. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.4.4 When the Contractor agrees with the determination made by the Director or Project Manager concerning adjustments in the Contract Price and Contract Time, or the Authority/TIRZ and Contractor otherwise reach agreement upon the adjustments, such agreement shall be immediately recorded by preparation and execution of an appropriate Change Order.

7.5 MINOR CHANGES IN THE WORK

7.5.2 The Director or Project Manager will have the authority to order Minor Changes. Such changes shall be affected by written order and shall be binding on the Authority/TIRZ and Contractor. The Contractor shall carry out such written orders promptly.

7.5.3 **Minor Change:** Change in the Work not involving adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.1 **Contract Time:** Unless otherwise provided, Contract Time is the number of calendar days stated in the Agreement, including authorized adjustments, allotted in Contract Documents for Substantial Completion of the Work. Contract time includes calendar days where poor weather conditions are present. Such conditions, whether isolated in time or for extended periods, will not form the basis of a Claim for an increase in Contract

Time unless the number of days exceed those provided in the *Supplementary Conditions*.

- 8.1.2 **Day:** As used in the Contract Documents, the term shall mean any calendar day of 24 hours measured from midnight to the next midnight unless otherwise specifically defined.
- 8.1.3 **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 was countersigned by the Executive Director of the Authority/TIRZ.
- 8.1.4 **Date of Commencement of the Work:** The date established in the Notice to Proceed. The date shall not be changed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.
- 8.1.5 **Legal Holiday:** The date established by the City Council as a Legal Holiday.
- 8.1.6 **Date of Substantial Completion:** The date certified by the Director in accordance with Subparagraph 9.10.1.

8.2 PROGRESS AND COMPLETION

- 8.2.1 Time limits stated in the Contract Documents are the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.2.1.1 Any project milestones specified in Section 01010 - Summary of Work shall be incorporated in the Construction Schedule and shall be met as conditions of the Contract. Failure to accomplish a milestone, as determined by the Director, will be considered a material breach of the Contract.
- 8.2.2 *Computation of Time.* In computing any period of time prescribed or allowed by these General Conditions, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Sunday or Legal Holiday, in which event the period runs until the end of the next day which is not a Sunday or Legal Holiday. Sundays and Legal Holidays are considered to be calendar days and are to be included in all other time computations relative to the Contract Time.
- 8.2.3 The Contractor shall not knowingly, except by agreement or instruction of the Director in writing, commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- 8.2.4 The Contractor shall proceed expeditiously, and without interruption, with adequate forces and shall achieve Substantial Completion within the Contract Time.

- 8.2.5 Should progress of the Work fall behind the Construction Schedule, except for reasons stated in Subparagraph 8.3.1, Contractor shall submit a revised Construction Schedule to Director for approval. Contractor shall take action necessary to restore progress to the revised Construction Schedule and shall work such hours, including night shifts and lawful over-time operations as necessary to achieve Substantial Completion within the Contract Time.
- 8.2.6 Except in connection with safety or protection of persons or Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed Monday through Saturday between the hours of 7:00 am and 7:00 pm. Performance of work between 7:00 pm and 7:00 am, and on Sunday or other Legal Holiday, shall not be permitted without consent of the Director given after 48 hour prior written notice from the Contractor. When such work is permitted, Contractor shall credit the Authority/TIRZ by Change Order for Inspector's overtime work and overtime work of on-site personnel of materials testing laboratories for work on Sundays or Legal Holidays.
- 8.2.6.1 The amount the Contractor shall credit the Authority/TIRZ for inspection services outside of the defined normal working hours is \$100.00 per hour per Inspector and per hour of on-site personnel of materials testing laboratories.
- 8.2.7 The Director by Work Change Directive may direct the Contractor to take such measures as necessary to expedite construction to achieve Substantial Completion prior to expiration of Contract Time. When the construction time is expedited solely for the convenience of the Authority/TIRZ and not due to Contractor's failure to prosecute timely completion of the Work, then the Contractor shall be entitled to an adjustment in the Contract Price equal to actual additional net costs in accordance with Article 7.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 The Contractor may request an extension of Contract Time for any delay to the performance of the Agreement that arises from causes beyond the control and without the fault or negligence of the Contractor and its Subcontractors and Suppliers. Examples of these causes are:
- 8.3.1.2 Acts of God or of the public enemy,
- 8.3.1.3 Acts of the Government in either its sovereign or contractual capacity,
- 8.3.1.4 Fires,
- 8.3.1.5 Floods,
- 8.3.1.6 Epidemics,
- 8.3.1.7 Quarantine restrictions,

- 8.3.1.8 Strikes,
- 8.3.1.9 Freight embargoes, and
- 8.3.1.10 Unusually severe weather
- 8.3.1.11 Acts or neglect by the Authority/TIRZ,
- 8.3.1.12 Acts or neglect by other contractors performing work on the Project as described in Article 6.

Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of the Contractor.

- 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Subparagraph 4.4.8.
- 8.3.3 Any Claim for extending or shortening the Contract Time shall be based on written notice promptly delivered by the party making the Claim to the other party. The Claim shall accurately describe the occurrence generating the Claim, and a statement of the probable effect on progress of the Work. For Claims where Contract Documents require critical path method schedules, Contractor shall provide a revised critical path method schedule.
- 8.3.4 Claims for extension of time will be considered only when a written Claim is filed within the time limits stated in Subparagraph 4.4.4.
- 8.3.5 The notice shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. When the parties cannot agree, Claims for adjustment in the Contract Time shall be determined by Director in accordance with Subparagraph 4.5.4.
- 8.3.6 When Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Authority/TIRZ and Contractor, an extension of the Contract Time in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall the Authority/TIRZ be liable to the Contractor, any Subcontractor, any Supplier, 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 (i) delays caused by or within the control of the Contractor, or (ii) delays beyond the control of both parties, including but not limited to causes enumerated in Subparagraph 8.3.1.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 DEFINITIONS

- 9.1.1 **Application for Payment:** A form submitted by Contractor on a monthly basis that documents Work completed during the month in question and the amount owed to the Contractor for that Work less previous payments and less retainage. Such form shall be

approved by the Director prior to use and shall include an attachment documenting quantities installed, stored, and related unit prices.

- 9.1.2 **Contract Price:** Contract Price is that amount stated in the Agreement and, including authorized adjustments, is the total amount payable by the Authority/TIRZ to the Contractor for performance of the Work under the Contract Documents.
- 9.1.3 **Stipulated Price:** The single lump sum amount stated in the bid for completion of all Work to be performed for the entire Contract, or to be performed for a designated portion of the Contract.
- 9.1.4 **Unit Price:** The amount stated in the bid for an individual, measurable item of work, which when multiplied by the actual quantity incorporated in the Work, amounts to the full compensation for completion of the item including work incidental to it.
- 9.1.5 **Extra Unit Price:** Unit Prices for minor work which may be required for completion of the Work. Such unit prices and designated quantities are included in Document 00405 and in the Contract Price.
- 9.1.6 **Major Unit Price Work:** An individual Unit Price item, contained in the Schedule of Unit Price Work, having a value greater than five percent of the Contract Amount, or whose value becomes greater than five percent as the result of an increase in quantity, or \$100,000, whichever is less.

9.2 UNIT PRICE WORK

- 9.2.1 Where the Agreement provides that all or part of the Work is based on Unit Prices, initially the Contract Price will include, for all Unit Price work, an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price work times the estimated quantity of each item listed in the Agreement.
- 9.2.2 Each Unit Price shall include an amount to cover Contractor's overhead and profit for each separately identified item.
- 9.2.3 *Unit Price Quantities.* The quantities indicated in the Agreement are approximations made by the Authority/TIRZ for contracting purposes. No Claim shall be made against the Authority/TIRZ for excess or deficiency therein. Payment at the prices stated in the Agreement shall be in full for the completed Work, and will cover materials, supplies, labor, tools, machinery and all other expenditures incidental to satisfactory completion of the Work.
- 9.2.4 Director may increase or decrease quantities of Work within limitations stated in Subparagraph 7.1.1.1. Contractor will be entitled to payment for the actual quantities of items provided at the Unit Prices set forth in the Agreement.
- 9.2.4.1 Where the final quantity of Work performed by Contractor on a Major Unit Price Work item differs by

more than 25 percent from the quantity of such item stated in the Agreement, then Authority/TIRZ or Contractor, upon demand, may make a Claim for a change in Contract Price in accordance with Paragraph 4.4.

9.2.4.2 For an overrun or underrun of a Major Unit Price Work item not caused by a change (reference Article 7), either party may request an adjustment to the Unit Price for a Major Unit Price Work item, if actual quantities are in excess of 125 percent or decreased below 75 percent of the estimated quantity stated in the Agreement. The amount of the adjustment shall apply only to that portion in excess of 125 percent or decreased below 75 percent, and shall be determined in accordance with Paragraph 7.4.

9.3 ESTIMATES FOR PAYMENT, UNIT PRICE WORK

9.3.1 For work contracted on a Unit Price basis, prior to the last day of each month, the Contractor will prepare an estimate of the Work completed to the end of the month based on Unit Prices provided in the Agreement. The Director or Project Manager will review and approve the estimate prior to submittal by the Contractor of an Application for Payment.

9.3.2 Each estimate shall indicate the units of Work completed for each portion of the Work, multiplied by the Unit Prices listed in the Schedule of Unit Price Work, as of the end of the period covered by the estimate. For lump sum items not yet complete at the time of the estimate, Contractor shall apply a percentage completion to that item for review and approval by the Director or Project Manager.

9.3.3 The Project Manager will evaluate the actual final installed quantities of various classifications of Unit Price Work, and will review with Contractor the preliminary determinations of quantities of classifications established in the Agreement before rendering a decision or certifying the Application for Payment. In the case of a dispute between the Project Manager and the Contractor regarding quantities installed or stored, the disputed Application for Payment shall be submitted to the Director, who will make a decision within seven (7) days. Director's decision will be final and binding, unless Contractor files a written notice of intent to appeal within ten (10) days of the date of receipt of the decision. Such Claim shall be submitted in accordance with the provisions of Paragraph 4.4.

9.4 SCHEDULE OF VALUES, STIPULATED PRICE WORK

9.4.1 For work contracted on a Stipulated Price basis, ten (10) days before the first Application for Payment, the Contractor shall submit to Director and Project Manager a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data as the Director may require to substantiate its accuracy. This schedule, as approved by the Director, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.5 APPLICATIONS FOR PAYMENT, STIPULATED PRICE WORK

- 9.5.1 Each month, not later than the tenth day of the month, the Contractor shall submit to the Director, on a form acceptable to the Director, an itemized Application for Payment for work completed during the previous month. The Application for Payment must be approved by the Project Manager prior to submittal to the Director. The Director will not review or process for payment any Application for Payment that is not in a form previously approved by the Director or with quantities not approved by the Project Manager.
- 9.5.2 Such application for payment shall be sworn and notarized and supported by such data substantiating the Contractor's right to payment as the Director may require, such as copies of requisitions from Subcontractors and Suppliers, and reflecting retainages as provided below.
- 9.5.3 Unless otherwise provided in Contract Documents, payments made on account of operations completed and for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Director to establish the Authority/TIRZ's title to such materials and equipment or otherwise protect the Authority/TIRZ's interests. Procedures shall include applicable insurance, storage, and transportation to the site for materials and equipment stored off the site. Contractor is responsible for maintaining materials and equipment until Substantial Completion of the Work.
- 9.5.4 Title to all Work covered by the payment passes to the Authority/TIRZ at the time of payment.

9.6 COMPUTATION OF APPLICATIONS FOR PAYMENT

- 9.6.1 Subject to provisions of the Contract Documents, the amount of each Application for Payment shall be compiled as follows:
- 9.6.1.1 That portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work listed either in the Schedule of Unit Prices or Schedule of Values, as applicable, less retainage of five percent (%).
- 9.6.1.2 Plus payment for changes in the Work which have been properly authorized by Work Change Directives in amounts estimated by the Contractor and approved by the Director or Project Manager, less retainage of five percent (5%).
- 9.6.1.3 Plus that portion of the Contract Price, properly substantiated by certified copies of invoices and freight bills, for non-perishable materials and equipment delivered and suitably stored at the site for subsequent incorporation into the completed construction, or if approved in advance by the

Director, suitably stored off the site at a location agreed upon in writing, less fifteen percent (15%).

- 9.6.1.4 Less the aggregate of previous payments made by the Authority/TIRZ; and
- 9.6.1.5 Less amounts, if any, of which the Director has withheld or declined to certify on an Application for Payment as provided in Paragraph 9.7.

9.7 DECISIONS TO WITHHOLD PAYMENT

- 9.7.1 The Director may withhold an Application for Payment in whole or in part to the extent reasonably necessary to protect the Authority/TIRZ, if in the Director's opinion there is reason to believe that there is:
 - 9.7.1.1 non-conforming work not remedied;
 - 9.7.1.2 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - 9.7.1.3 damage to the Authority/TIRZ or another contractor;
 - 9.7.1.4 reasonable evidence Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual and liquidated damages;
 - 9.7.1.5 reasonable evidence indicating probable filing of third party claims, whether in court, in arbitration, or otherwise, or evidence that such claims have been filed;
 - 9.7.1.6 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; or
 - 9.7.1.7 Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.
- 9.7.2 The Director may withhold an Application for Payment in whole or in part upon failure of the Contractor to submit the initial Construction Schedule or monthly schedule updates as provided in Subparagraphs 3.13.1 and 3.13.3.
- 9.7.3 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

9.8 PROGRESS PAYMENTS

- 9.8.1 Authority/TIRZ will make payment within thirty (30) days after the date of receipt of Application for Payment by the Project Manager and in a form previously approved by the Director.
- 9.8.2 The Authority/TIRZ has no obligation to pay or to facilitate the payment to a Subcontractor or Supplier, except as may otherwise be required by law. Contractor shall comply with the prompt payment requirements of Chapter 2251 of the Government Code.

State Law requires the payment of Subcontractors and Suppliers by the Contractor within 10 days of receipt of Contractor's payment.

9.8.2.1 The Authority/TIRZ may, on request and at the discretion of the Director, furnish to any subcontractor, if practical, information regarding the percentages of completion or the amounts applied for by the Contractor, and the action taken thereon by the Authority/TIRZ on account of Work done by such subcontractor.

9.8.2.2 Contractor shall make timely payments to Subcontractors and Suppliers for the performance of this Contract. Contractor agrees to protect, defend, and indemnify the Authority/TIRZ, the District, Central Houston, Inc. and the City from any claims or liability arising out of Contractor's failure to make such payments. Disputes relating to payment of M/W/S/DBE Subcontractors or Suppliers shall be submitted to arbitration in the same manner as any other disputes under the M/W/S/DBE subcontract. Failure of the Contractor to comply with the decisions of the arbitrator may, at the sole discretion of the Authority/TIRZ, be deemed a material breach leading to termination of this Contract.

9.8.2.3 As a certification of payments to Subcontractors and Suppliers, the Contractor shall prepare and submit to the Director, Document 00651 - Certification of Payment to Subcontractors and Suppliers to be attached to each monthly Application for Payment.

9.8.3 An approved Application for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Authority/TIRZ or the City shall not constitute acceptance of work, which is not in accordance with the Contract Documents.

9.9 SUBSTANTIAL COMPLETION

9.9.1 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Director that the construction is sufficiently complete in accordance with the Contract Documents so the Authority/TIRZ and/or the City can occupy or utilize the Work or designated portion thereof for the purpose for which it is intended.

9.9.2 When the Contractor considers that the Work, or a portion thereof is substantially complete, and the Authority/TIRZ agrees, the Contractor shall prepare and submit to the Director or Project Manager a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct the items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents.

9.9.3 Upon receipt of the Contractor's list, the Director or Project Manager will make an inspection to determine whether the Work or

designated portion thereof is substantially complete. If the Director's or Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for another inspection by the Director and Project Manager to determine Substantial Completion. Should any inspection fail to comply with Contractor's claim of Substantial Completion, Authority/TIRZ may recover the costs of re-inspection from Contractor.

- 9.9.4 Prior to issuance of the Certificate of Substantial Completion, Contractor shall provide a Certificate of Occupancy for new construction, or a Certificate of Compliance for remodeled Work, when applicable.
- 9.9.5 When the Work or designated portion thereof is determined to be substantially complete, the Director and Project Manager will prepare a Certificate of Substantial Completion which establishes the Date of Substantial Completion, responsibilities of the Authority/TIRZ, the City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 9.9.6 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Director, the Authority/TIRZ shall make payment, reflecting adjustment in retainage, if any, as follows:
- 9.9.6.1 With the consent of Surety, Authority/TIRZ may increase payment to Contractor to 98 percent of the Contract Price less accrued liquidated damages.
- 9.9.6.2 Upon assurance provided by Contractor that all amounts due under the Agreement have been paid in full and wages paid are in compliance with requirements of Contract Documents, and with consent of Surety, Authority/TIRZ may increase payment to Contractor to 99 percent of the Contract Price less accrued liquidated damages.

9.10 PARTIAL OCCUPANCY OR USE

- 9.10.1 The Authority/TIRZ and/or the City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by the Contractor and Contractor's insurer and authorized by public authorities having jurisdiction over the Work. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
- 9.10.2 Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Director and

Contractor execute a Certificate of Partial Occupancy which will establish the date of partial occupancy, responsibilities of the Authority/TIRZ, the City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Warranties required by the Contract Documents shall commence on the date of partial occupancy unless otherwise provided in the Certificate of Partial Occupancy.

- 9.10.3 When the Contractor considers a portion of the occupied Work subsequently complete, the Contractor shall prepare a list and submit it to the Project Engineer as provided under Subparagraph 9.9.2.
- 9.10.4 Immediately prior to such partial occupancy or use, the Director, Project Manager and Contractor shall jointly inspect the area to be occupied or the portion of the Work to be used in order to determine and record the condition of the Work.
- 9.10.5 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with requirements of the Contract Documents.
- 9.10.6 If the Authority/TIRZ and Contractor cannot agree on any matter in Paragraph 9.10, the matter shall be subject to resolution pursuant to a Work Change Directive, Paragraph 7.3.
- 9.10.7 Authority/TIRZ is not obligated to accept or approve Substantial Completion of only a portion of the Work unless such request by the Contractor follows a delay in the Project of 30 days or more that is not the fault of the Contractor.

9.11 FINAL COMPLETION AND FINAL PAYMENT

- 9.11.1 Date of Final Completion is the date certified by the Director that, to his best information, knowledge, and belief, construction is complete in conformance with Contract Documents. This includes satisfactory completion of all items listed to be completed or corrected as a part of the Certificate of Substantial Completion and submittal and acceptance by the Authority/TIRZ of all closeout submittals required by Contract Documents.
- 9.11.2 Contractor shall review all Contract Documents and inspect the Work. Prior to Contractor notification to Director that Work is complete and ready for final inspection, Contractor shall submit an affidavit that the Work has been inspected, that Work is complete in accordance with requirements of Contract Documents. Contractor shall organize and assemble any special warranty-guarantees required by the specifications on its letterhead for submittal prior to final payment.
- 9.11.3 Within fifteen (15) days after receipt of Contractor's written notice that Work is ready for final inspection and acceptance, and on receipt of final Application for Payment for stipulated price contracts, Director and Project Manager will make such inspection. When Director or Project Manager finds the Work acceptable under the Contract Documents and the Work fully performed, the Director or Project Manger will issue a final Certificate of Completion stating that to the best of Director's

or Project Manager's knowledge, information, and belief, the Work has been completed in accordance with terms and conditions of the Contract Documents, and will process for payment a final Application for Payment.

- 9.11.4 Should Work be found not in compliance with requirements of Contract Documents, Director or Project Manager shall notify Contractor in writing of items of non-compliance. Upon correction of such non-complying items, the Authority/TIRZ shall issue a Certificate of Final Completion to Contractor as provided in Subparagraph 9.11.3.
- 9.11.5 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Director:
- 9.11.5.1 an affidavit that payrolls, invoices for materials and equipment, and other indebtedness of the Contractor connected with the Work (less amounts withheld by the Authority/TIRZ) have been paid or otherwise satisfied; and, submits waiver or release of all lien or claims for the Project;
- 9.11.5.2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled, or materially changed, until at least thirty (30) days written notice has been given to the Authority/TIRZ;
- 9.11.5.3 a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the correction and warranty period required by the Contract Documents;
- 9.11.5.4 consent of Surety to final payment; and
- 9.11.5.5 Maintenance Bond and other required bonds, and copies of Record Documents, maintenance manuals, and tests, inspections, and approvals.
- 9.11.5.6 All special warranties-guarantees.
- 9.11.6 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor, or by issuance of Change Orders affecting Final Completion, and the Director so confirms, the Authority/TIRZ may, upon application by the Contractor and certification by the Director, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.
- 9.11.6.1 If the remaining balance due for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, Contractor shall submit to Director the required bonds and the written consent of Surety to payment of the balance due for that portion of the Work fully completed and accepted, prior to certification of such payment. Such payment shall be made under terms and conditions

governing final payment, except that it shall not constitute a waiver of Claims.

9.11.7 Not used.

9.11.8 Acceptance of final payment by Contractor shall constitute a waiver of Claims by the Contractor.

9.12 LIQUIDATED DAMAGES

9.12.1 The Contractor and the Authority/TIRZ agree that time is of the essence and that failure to complete the Work within Contract Time will cause damages to the Authority/TIRZ and that the actual damages from the harm are difficult to estimate accurately. Therefore, the Contractor and the Authority/TIRZ agree that the Contractor shall be liable for and shall pay to the Authority/TIRZ the amount stipulated in the *Supplementary Conditions* for each and every calendar day beyond the Contract Time until the Work is accepted by the Director as Substantially Complete as liquidated damages and that the amount of liquidated damages fixed therein is a reasonable forecast of just compensation for the harm to the Authority/TIRZ resulting from failure to complete the Work within Contract Time. The amount stipulated shall be paid for each and every calendar day of delay beyond the Contract Time until the Work is Substantially Complete.

ARTICLE 10 - SAFETY PRECAUTIONS

10.1 SAFETY PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit a safety program to the Director or Project Manager prior to mobilizing the Work, and shall be solely responsible for the safety, efficiency, and adequacy of the ways, means, and methods and for any damage which might result from failure or improper construction, maintenance, or operation performed by the Contractor. The Contractor shall submit a monthly safety report to the Director or Project Manager.

10.2 HAZARDOUS SUBSTANCE

10.2.1 In the event the Contractor encounters on the site material which it is reasonable to believe may be a "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any other applicable law or regulation, the Contractor shall immediately stop Work in the area affected and immediately notify the Director and thereafter confirm such notice in writing.

10.2.2 If, in fact, the material is a "hazardous substance", the Work in the affected area shall not thereafter be resumed, except by Change Order or Work Change Directive, and then only if such Work would not violate applicable laws or regulations.

- 10.2.3 If the material is not a "hazardous substance", the Work in the affected area shall be resumed upon the issuance of a Change Order or Work Change Directive.
- 10.2.4 The Contractor shall not be required, pursuant to Article 7, to perform without consent, any Work relating to a "hazardous substance" except for those hazardous substances specified for use under this Contract.
- 10.3 SAFETY OF THE ENVIRONMENT, PERSONS, AND PROPERTY
- 10.3.1 The Contractor shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury, or loss from all causes, to:
- 10.3.1.1 employees performing the Work or on site, and other persons who may be affected thereby;
- 10.3.1.2 the Work including materials and equipment to be incorporated therein, whether in storage (on or off the site), under care, custody, or control of the Contractor or Subcontractor;
- 10.3.1.3 other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal or replacement in the course of construction; and
- 10.3.1.4 cultural resources and the environment.
- 10.3.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons, property, or the environment.
- 10.3.2.1 Contractor shall comply with the requirements of the Underground Facility Damage Prevention and Safety Act. TEX.REV.CIV.STAT.ANN.Art.9033 (Vernon 1997).
- 10.3.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for the safety and protection of persons and property; including posting danger signs and other warnings against hazards; promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 10.3.4 The Contractor shall recognize the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Director and Project Manager. Particular attention is drawn to the avoidance of any pollution of on-site or adjacent streams, sewers, wells, or other water sources.
- 10.3.5 The Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the site, or wind-blown dust or erosion, during the construction period.

- 10.3.6 The Contractor shall allow no burning on the site, shall perform all Work in such a manner as required to avoid atmospheric pollution by dust or other contaminants, and shall control noise.
- 10.3.7 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and perform such activities under supervision of properly qualified personnel.
- 10.3.8 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by Contract Documents) to property referred to in Subparagraphs 10.3.1.2 and 10.3.1.3, caused in whole or in part by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 10.3.1.2 and 10.3.1.3, except damage or loss attributable to acts or omissions of the Authority/TIRZ, the Architect/Engineer, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.24.
- 10.3.9 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor to the Director.

10.4 EMERGENCIES

- 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act at the Contractor's discretion to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

ARTICLE 11 - INSURANCE AND BONDS

11.1 GENERAL INSURANCE REQUIREMENTS

- 11.1.1 With no intent to limit Contractor's liability under the indemnification provisions set forth above, Contractor covenants to provide and maintain in full force and effect during the term of this Contract and all extensions and amendments thereto, at least the following insurance and available limits of liability.
- 11.1.2 If any of the following insurance is written as "claims made" coverage and the Authority/TIRZ and the City are required to be carried as an additional insured, then Contractor's insurance shall include a two-year extended discovery period after the last date that Contractor provides any work under this Contract.
- 11.1.3 "Aggregate" amounts of coverage, for purposes of this agreement, are agreed to be the amounts of coverage available during a fixed 12-month policy period.

11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR

- 11.2.1 *Risks and Limits of Liability.* The Contractor shall provide at a minimum the insurance coverages and limits of liability given in Table 1, Required Coverages.
- 11.2.1.1 If the Limit of Liability for Excess Coverage is \$2,000,000 or more, the Limit of Liability for Employer's Liability may be reduced to \$500,000.
- 11.2.2 *Form of Policies.* The insurance may be in one or more policies of insurance, the form of which is subject to reasonable approval by the Director. It is agreed, however, that nothing the Director does or fails to do with regard to the insurance policies shall relieve Contractor from its duties to provide the required coverage hereunder and Director's actions or inactions will never be construed as waiving Authority/TIRZ or City rights hereunder.
- 11.2.3 *Issuers of Policies.* The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or shall have a Best's Rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States. Each insurer must be responsible and reputable and must have financial capability consistent with the risks covered. Each insurer shall be subject to approval by the Director in his or her sole discretion as to conformance with these requirements, pursuant to Subparagraph 11.2.2 above.
- 11.2.4 *Insured Parties.* Each policy, except those for Workers' Compensation and Professional Liability, must name the Authority, the TIRZ, the District, Central Houston, Inc., the City and their officers, agents and employees as additional insured parties on the original policy and all renewals or replacements during the term of this Contract. An insured party's status as an additional insured under the Contractor's insurance does not extend to instances of sole negligence of that party unmixed with any fault of the Contractor.
- 11.2.5 *Deductibles.* Contractor shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the Authority/TIRZ, its officers, agents or employees.
- 11.2.6 *Cancellation.* Each policy must expressly state that it may not be cancelled or non-renewed unless thirty (30) days advance notice of cancellation is given in writing to the Director and the City by the insurance company.
- 11.2.7 *Subrogation.* Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Authority, the TIRZ, the District, Central Houston, Inc., the City, and their officers, agents or employees.

11.2.8 *Endorsement of Primary Insurance.* Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

11.2.9 *Liability for Premium.* The Contractor shall be solely responsible for payment of all insurance premium requirements hereunder and the Authority/TIRZ shall not be obligated to pay any premiums.

Continued after Table 1

TABLE 1
REQUIRED COVERAGES

(Coverage)	(Limit of Liability)
.1 Workers' Compensation:	Statutory Limits for Workers' Compensation
.2 Employer's Liability:	Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy Limit) Bodily Injury by Disease \$1,000,000 (each employee)
.3 Commercial General Liability: Including Contractor's Protective Liability, Broad Form Property Damage, Contractual Liability, Bodily Injury, Personal Injury, and Products and Completed Operations (for a period of one year following completion of the Work under this Agreement)	Combined single limit of \$1,000,000 each occurrence, subject to general aggregate \$2,000,000; Products and Completed Operations, \$1,000,000 each occurrence, subject to general aggregate \$2,000,000
.4 Owners and Contractor's Protective Liability:	\$1,000,000 combined single limit each occurrence/\$2,000,000 aggregate
.5 All-risk Insurance	Value of stored equipment or material, listed on Certificates of Payments, but not incorporated in the Work
.6 Automobile Liability Insurance: (For automobiles furnished by the Contractor in the course of its performance under this Contract, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit each occurrence
.7 Excess Coverage:	\$1,000,000 each occurrence/combined aggregate in excess of the limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability

*** Occurrence:** An event which occurs during the policy period, or a continuous or repeated exposure to conditions that result, during the policy period, in bodily injury, sickness, or disease, or injury to or destruction of property, excluding injuries intentionally caused by the insured. Any number of bodily injuries, deaths, cases of sickness, or disease, injuries to or destruction of property of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

11.2.10 *See Supplementary Conditions.*

11.3 PROOF OF INSURANCE

11.3.1 Prior to commencing any services and at any time during the term of work under this Contract, Contractor shall furnish Director with Certificates of Insurance, along with an Affidavit from the Contractor confirming that the Certificate accurately reflects the insurance coverage that will be available during the term of the Contract. If requested in writing by the Director, the Contractor shall furnish the Authority/TIRZ and the City with certified copies of Contractor's actual insurance policies. Failure of Contractor to provide certified copies, as requested, may be deemed, in the Director's discretion, to constitute a breach of this Contract.

11.3.2 Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Contractor, continuously and without interruption, maintain in force the required insurance coverages set forth above. Failure of the Contractor to comply with this requirement shall constitute a default of Contractor allowing the Authority/TIRZ, at its option, to immediately suspend or terminate work under this Contract. Contractor agrees that the Authority/TIRZ shall never be argued to have waived or be stopped to assert its right to terminate this Contract hereunder because of any acts or omissions by the Authority/TIRZ regarding its review of insurance documents provided by Contractor, its agents, employees or assigns.

11.4 PERFORMANCE AND PAYMENT BONDS

11.4.1 For Projects over the value of \$25,000, Contractor shall provide surety bonds on Authority/TIRZ standard forms covering faithful performance of the Contract and payment of obligations arising thereunder as required in Contract Documents pursuant to Chapter 2253 of the Government Code. Such bonds shall be in the amount of 100 percent (100%) of the Contract Price as stipulated in Contract Documents on the date of execution of the Contract, in accordance with the conditions stated on the standard Authority/TIRZ Performance and Payment Bonds, Documents 00610 and 00611. Bonds may be obtained from the Contractor's usual source and the cost thereof shall be included in the Contract Price.

11.5 MAINTENANCE BONDS

11.5.1 *One-Year Maintenance Bond.* Contractor shall provide a bond on Authority/TIRZ standard form Document 00612, providing for the Contractor's correction, replacement, or restoration of any portion of the Work which is found to be not in compliance with requirements of Contract Documents during the one-year correction period required in Subparagraph 12.2.2.

11.5.2 *One-year Surface Correction Bond.* Contractor shall also provide an additional one-year bond in an amount equal to 4 percent of the Total Contract Amount on Authority/TIRZ standard form, providing for the Contractor's correction, replacement, or restoration of any backfill or subsurface work and surface work,

not in accordance with Contract Documents within one year from the date the One-Year Maintenance Bond has expired.

11.6 SURETY

- 11.6.1 A bond that is given or tendered to the Authority/TIRZ pursuant to this Contract shall be executed by a surety company that is authorized and admitted to write surety bonds in the State of Texas.
- 11.6.2 If a bond is given or tendered to the Authority/TIRZ pursuant to this Contract in an amount greater than ten percent (10%) of the surety company's capital and surplus, surety company shall provide certification that the surety company has reinsured that portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus. Such reinsurance shall be with one or more reinsurers who are duly authorized, accredited, or trusted to do business in the State of Texas. The amount reinsured by a reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus. The amount of allowed capital and surplus shall be based on information received from the State Board of Insurance.
- 11.6.3 If the amount of the bond is greater than \$100,000, the surety must:
- 11.6.3.1 also hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or,
- 11.6.3.2 the surety may obtain reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.
- 11.6.4 Determination of whether the surety on the bond or the reinsurer holds a certificate of authority from the United States Secretary of the Treasury will be based on information published in the Federal Register covering the date on which the bond was executed.
- 11.6.5 Each bond given or tendered to the Authority/TIRZ pursuant to this Contract shall be dated and executed and accompanied by a power of attorney stating that the attorney in fact executing such bond has the requisite authority to execute such bond. Such power of attorney and any certificate thereon shall be dated and shall be no more than thirty (30) days old.
- 11.6.6 The surety company shall designate in its bond, power of attorney, or written notice to the Authority/TIRZ, an agent resident in Harris County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

11.6.7 Contractor shall furnish information to a payment bond beneficiary as required by Chapter 2253 Texas Government Code.

11.7 DELIVERY OF BONDS

11.7.1 The Contractor shall deliver the required bonds to the Authority/TIRZ within the time limits stated in the Notice of Intent to Award, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall submit bonds prior to commencement of the Work.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work, including the work of others, is covered by Contractor contrary to the Director's or Project Manager's request or to requirements of the Contract Documents, the Contractor shall uncover such work, if required in writing by the Director or Project Manager, for Authority/TIRZ observation. The uncovered work shall be replaced without change to the Contract Price or Contract Time.

12.1.2 If a portion of the Work has been covered which the Director or Project Manager has not specifically requested to observe prior to it being covered, the Director or Project Manager may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall be charged to the Authority/TIRZ by Change Order. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct or remove Work rejected by the Director or Project Manager or Work failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing, inspections and compensation for Architect/Engineer's services and expenses made necessary thereby.

12.2.2 *One Year Correction Period.* If, within one year after the Date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.5, or of other applicable special warranty required by Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct the Work promptly after receipt of written notice from the Director or Project Manager. The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual acceptance of the Work. This obligation under this Subparagraph shall survive acceptance of the Work under the Contract and termination of the Contract.

- 12.2.3 The Contractor immediately shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Director or Project Manager.
- 12.2.4 If the Contractor does not proceed with correction of such non-conforming Work within the time fixed by written notice from the Director or Project Manager, the Authority/TIRZ may correct the non-conforming Work in accordance with Paragraph 2.6, or remove non-conforming Work and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Authority/TIRZ may upon an additional ten (10) days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof after deducting costs and damages that would have been borne by the Contractor, including compensation for the services of the Architect/Engineer and expenses made necessary thereby. If such proceeds of the sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency, or the Contractor shall pay the difference to the Authority/TIRZ.
- 12.2.5 The Contractor shall bear the cost of correcting work originally installed by the Authority/TIRZ, the City, the District, METRO and/or TXDOT or by separate contractors and damaged by the Contractor's correction or removal of Contractor's Work. Article 6 describes coordination between the Contractor, the Authority/TIRZ, and separate contractors.
- 12.3 ACCEPTANCE OF NONCONFORMING WORK
- 12.3.1 If the Director prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Director may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 The Contract shall be governed by the laws of the State of Texas and the charter and ordinances of the City of Houston. Venue for any cause of action shall be in Harris County, Texas.

13.2 SUCCESSORS AND ASSIGNS

- 13.2.1 The Authority/TIRZ and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the prior written consent of the other. If either party attempts to make such an assignment without such consent, that

party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the Director or Contractor at the address given in the Agreement, or if sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No act or failure to act by the Authority/TIRZ, Architect/Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such act or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 The Contractor shall give Authority/TIRZ and Architect/Engineer timely notice of the time and place where tests and inspections are to be made and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.5.2 The Authority/TIRZ will employ and pay for the services of an independent testing laboratory to perform inspections or tests required by the Contract Documents except:

13.5.2.1 Inspections or tests covered by Subparagraph 13.5.3;

13.5.2.2 Costs incurred in connection with tests or inspections conducted pursuant to Subparagraph 12.2.1;

13.5.2.3 Inspections or tests otherwise specifically provided in the Contract Documents where Contractor is required to pay costs of tests; or

13.5.2.4 Costs for overtime for Inspector and materials testing laboratory as described in Subparagraph 8.2.6.

13.5.3 Contractor shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Authority/TIRZ acceptance of a supplier of materials or equipment proposed to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

13.5.4 Neither observations by Authority/TIRZ or Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from Contractor's obligations to perform the Work in accordance with Contract Documents.

13.6 INTEREST

13.6.1 No interest will accrue on late payments by the Authority/TIRZ except as provided under Chapter 2251 of the Government Code.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE AUTHORITY/TIRZ FOR CAUSE

14.1.1 The Authority/TIRZ may terminate the Contract if the Contractor:

14.1.1.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.1.1.2 persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;

14.1.1.3 otherwise is guilty of material breach of a provision of the Contract Documents; or

14.1.1.4 otherwise is subject to termination for cause under any other contract with the Authority/TIRZ.

14.1.2 When any of the above reasons exists, the Executive Director or Director may, without prejudice to any other rights or remedies of the Authority/TIRZ, and after giving the Contractor and Surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the Surety:

14.1.2.1 request that Surety complete the Work; or

14.1.2.2 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and

14.1.2.3 finish the Work by whatever reasonable method the Director may deem expedient.

14.1.3 After receipt of a notice of termination, and except as otherwise directed by the Director, the Contractor shall:

14.1.3.1 Stop Work under the Agreement on the date and to the extent specified in the notice of termination;

14.1.3.2 Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work (if any) under the Agreement which is not terminated;

14.1.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work under the Agreement which is terminated;

- 14.1.3.4 Assign to the Authority/TIRZ, in the manner, at the times, and to the extent directed by the Director, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. The Authority/TIRZ shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 14.1.3.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval of the Director;
 - 14.1.3.6 Take such action as may be necessary, or as the Director may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor, and in which the Authority/TIRZ has or may acquire an interest.
 - 14.1.3.7 Secure the Project in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.
- 14.1.4 When the Authority/TIRZ terminates the Contract for one of the reasons stated in Subparagraph 14.1.1, the Contractor shall not be entitled to receive further payment until the Work is complete, subject to the provisions of Subparagraph 14.1.5.
- 14.1.5 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under this Contract, such balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Authority/TIRZ. The amount to be paid to the Contractor or Authority/TIRZ, as the case may be, shall be certified by the Director, upon application, and this obligation for payment shall survive termination of the Contract.

14.2 TERMINATION BY THE AUTHORITY/TIRZ FOR CONVENIENCE

- 14.2.1 The Director may, without cause, and without prejudice to any other rights or remedies of the Authority/TIRZ, terminate employment of the Contractor in whole or part by giving the Contractor and Surety seven (7) days written notice.
- 14.2.2 After receipt of a notice of termination, and except as otherwise directed by the Director, the Contractor shall conform to the requirements of Subparagraph 14.1.3.
- 14.2.3 After receipt of a notice of termination, the Contractor shall submit to the Authority/TIRZ its termination claim, in the form required by the Director. Such claim shall be submitted to Authority/TIRZ promptly, but in no event later than six (6) months from the effective date of termination, unless one or more extensions in writing are granted by the Director. If the Contractor fails to submit its termination claim within the time allowed, the Director shall determine, on the basis of available

information, the amount, if any, due to the Contractor because of the termination. The Authority/TIRZ shall then pay to the Contractor the amount so determined.

14.2.4 If the Authority/TIRZ and Contractor fail to agree on the amount to be paid Contractor because of the termination of the Agreement or part thereof, the Director will determine, on the basis of information available to the Director, the amount due (if any) to the Contractor by reason of the termination as follows:

14.2.4.1 The Contract Price for all Work performed in accordance with Contract Documents up to the date of termination determined in the manner prescribed for monthly payments in Article 9, except no retainage shall be withheld by the Authority/TIRZ either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage, or in transit.

14.2.4.2 Reasonable termination expenses, including the costs for settling and paying claims arising out of termination of work under subcontracts and purchase orders, the reasonable cost of preservation and protection of Authority/TIRZ and/or City property after termination (if required) and the cost of Claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of the Contractor or litigation costs including attorney fees.

No amount will be allowed for anticipated profit or central office overhead on the uncompleted Work, or any cost or lost profit for any other business of the Contractor alleged to be damaged by the termination.

14.2.5 Contractor shall promptly remove from the site construction equipment, tools, and temporary facilities, except such temporary facilities, which Director may wish to purchase and retain.

14.2.6 Contractor shall cooperate with Director during the transition period.

14.2.7 The Authority/TIRZ will take possession of the Work and materials delivered to the site, in storage or in transit as of the date, or dates, specified in the termination notice and will be responsible for maintenance, utilities, security, and insurance, as stated in the notice of termination.

14.3 SUSPENSION BY THE AUTHORITY/TIRZ FOR CONVENIENCE

14.3.1 The Director may, without cause, after giving the Contractor and the Contractor's Surety notice, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Director may determine.

14.3.2 An adjustment shall be made in the Contract Time equivalent to the length of time of the suspension.

14.3.3 An adjustment shall be made for the increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption in accordance with Paragraph 7.4. No adjustment shall be made to the extent:

14.3.3.1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

14.3.3.2 that an adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE CONTRACTOR

14.4.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, or their agents or employees, or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

14.4.1.1 issuance of an order of a court or other public authority having jurisdiction;

14.4.1.2 an act of government, such as a declaration of national emergency, making material unavailable;

14.4.1.3 if repeated suspensions, delays, or interruptions by the Authority/TIRZ as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less.

14.4.2 If the Agreement is terminated pursuant to this provision, Contractor shall file a Claim for termination expenses in accordance with the requirements of Paragraph 14.2.

END OF DOCUMENT

Document 00800

SUPPLEMENTARY CONDITIONS

The following supplements modify the General Conditions, Document 00700, 1999 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.2 EXECUTION, CORRELATION AND INTENT

1.2.2.2 *Delete Subparagraph 1.2.2.2.*

ARTICLE 3 - THE CONTRACTOR

3.5 LABOR, MATERIALS, AND EQUIPMENT

3.5.3 *Insert the following subparagraphs 3.5.3.1 and 3.5.3.2.*

3.5.3.1 Contractor shall comply with City of Houston, Tex. Code of Ordinances, Ch. 15, art. V, § 15.81 et seq., City of Houston, Tex. Ordinance 95-336 (March 29, 1995) and Exec. Order No. 1-2 (June 14, 1995) relating to City-wide goals for contracting with Minority and Women Business Enterprises. If there are any conflicts between the referenced provisions of the Code of Ordinances and the Contract Documents, the Code of Ordinances shall control. Contractor shall comply with the requirements of Article 601i §4(2) Texas Civil Statutes (Vernon's 1997) which provides: "[M/WBE] subcontractors will perform all of their work of their trade with their own employees, or, if the [M/WBE] subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, with employees who in all other respects are supervised and perform on the job as if they were employees of the [M/WBE] subcontractor." If there are any conflicts between the Contract Documents as modified by the Code of Ordinances, and this provision, this provision shall control. Provided, however, the definition of certain terms in the referenced provisions of the Code of Ordinances and Article 601i §4(2) Texas Civil Statutes (Vernon's 1997) shall pertain to those respective provisions only and are not applicable to the Contract Documents unless specifically stated otherwise.

3.5.3.2 The Contractor shall make good faith efforts to comply with City of Houston Code of Ordinances regarding Minority, Women, and Disadvantaged Business Enterprises (M/W/DBE) participation goal, which is twenty percent (20%) of the value of the Contract.

3.5.4 DRUG DETECTION AND DETERRENCE

3.5.4 *Add the following paragraphs 3.5.4.2 through 3.5.4.6.*

3.5.4.2 Executive Order No. 1-31, Revised applies to all Downtown Redevelopment Authority (the "Authority")/City of Houston Tax Increment Reinvestment Zone Number Three (the "TIRZ") contracts for labor and/or services except the following:
.1 Contracts authorized by Emergency Purchase Orders,

- .2 Contracts in which imposition of the requirements of this Executive Order would exclude all potential bidders or proposers or would eliminate meaningful competition for the contract,
- .3 Contracts with companies that have fewer than fifteen employees during any 20-week period during a calendar year and no safety impact positions,
- .4 Contracts with non-profit organizations providing services at no cost or reduced cost to the public, and
- .5 Contracts with federal, state, or local governmental entities.

3.5.4.3 Prior to execution of this contract, Contractor will have filed with the Authority/TIRZ (I) the Drug Policy Compliance Agreement substantially in the format set forth in Document 00635 (Attachment A to the Executive Order) (ii) a copy of its drug-free workplace policy, identified as Document 00636, (iii) a written designation of all safety impact positions, if applicable, identified as Document 00637, or (iv) if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Document 00638 (Attachment C to the Executive Order). Contractor shall also file every six (6) months during the performance of this Contract and upon the completion of this Contract, a Drug Policy Compliance Declaration in a form substantially similar to Document 00655 (Attachment B to the Executive Order). The Drug Policy Compliance Declaration shall be submitted within thirty (30) days of the expiration of each six-month period of performance and within thirty (30) days of completion of this Contract. The first six-month period shall begin to run on the date Authority/TIRZ issues its Notice to Proceed hereunder or if no Notice to Proceed is issued, on the first day Contractor begins Work.

3.5.4.4 Contractor shall have the continuing obligation to file written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designation of safety impact positions when additional safety impact positions are added to Contractor's employee work force.

3.5.4.5 Contractor shall require that its Subcontractors hereunder comply with the Mayor's Policy and the Executive Order and Contractor shall be responsible for securing and maintaining the required documents from Subcontractors for City inspection throughout the term of this Contract. For Subcontractors, Drug policy compliance shall begin on the first day the Subcontractor begins Work.

3.5.4.6 The failure of Contractor to comply with the above requirements shall be a breach of this Contract entitling Authority/TIRZ to terminate in accordance with Article 14, Termination or Suspension of Contract.

3.12 PERMITS, FEES, AND NOTICES

Insert the following paragraph 3.12.5:

3.12.5 The Contractor shall obtain all permits required for the completion of the Contract.

3.23 ROYALTIES, PATENTS, AND TRADE SECRETS

3.23.5.5 *Replace sub-paragraph 3.23.5.5 with the following language:*

CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD THE AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND THE CITY OF HOUSTON HARMLESS FROM AND AGAINST ALL LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION BROUGHT BY THIRD PARTIES (AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES OF JUDGEMENTS SUSTAINED OR INCURRED BY OWNER IN CONNECTION THEREWITH, INCLUDING THE COSTS OF INVESTIGATION AND REASONABLE ATTORNEYS FEES) ARISING OUT OF OR RELATING TO: (I) CONTRACTOR'S BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES USED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES INCURRED BY THE AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY, IN ENFORCING THE INTELLECTUAL OBLIGATION OF INDEMNIFICATION INCLUDED IN THIS PARAGRAPH. THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL APPLY EVEN IF THE THIRD PARTY ALLEGES OR ESTABLISHES THAT THE AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY WAS PARTIALLY NEGLIGENT OR OTHERWISE AT FAULT (E.G. THAT AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY WAS NEGLIGENT IN RETAINING CONTRACTOR'S SERVICES AND ACCEPTING MATERIALS, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS FROM CONTRACTOR, OR THAT AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC. AND/OR THE CITY WAS NEGLIGENT IN FAILING TO ASCERTAIN WHETHER THE MATERIALS, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS INFRINGED THE RIGHTS OF THIRD PARTIES).

3.24 INDEMNIFICATION

3.24.3 *Replace sub-paragraph 3.24.3 with the following language:*

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE AUTHORITY/TIRZ, HOUSTON DOWNTOWN MANAGEMENT DISTRICT, CENTRAL HOUSTON, INC., AND THE CITY, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT

COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(a) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS (a)-(c), "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(b) THE INDEMNIFIED PARTIES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(c) THE INDEMNIFIED PARTIES' AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE AUTHORITY/TIRZ FOR THE AUTHORITY/TIRZ'S SOLE NEGLIGENCE, HOUSTON DOWNTOWN MANAGEMENT DISTRICT FOR HOUSTON DOWNTOWN MANAGEMENT DISTRICT'S SOLE NEGLIGENCE, CENTRAL HOUSTON, INC., FOR CENTRAL HOUSTON, INC.'S SOLE NEGLIGENCE, OR THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

ARTICLE 5 - SUBCONTRACTORS AND SUPPLIERS

5.4 *Insert the following paragraph 5.4.*

5.4 M/W/DBE CONTRACT TERMS

5.4.1 Subcontracts with M/W/DBE Subcontractors and Suppliers shall be clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT."

5.4.2 Subcontracts with M/W/DBE Subcontractors and Suppliers shall contain the following provisions:

5.4.2.1 M/W/DBE Subcontractor shall not delegate or subcontract more than fifty percent (50%) of the Work under this subcontract to any other subcontractor or supplier without the express written consent of the Director.

5.4.2.2 M/W/DBE Subcontractor shall permit representatives of the District and the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

5.4.2.3 Within seven (7) days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street address, mailing address, and telephone number of such agent.

5.4.2.4 As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties to this Contract involving the construction or application of any of the terms, covenants, or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the City of Houston Office of Business Opportunity ("OBO") served on both parties, be submitted to binding arbitration. Such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code, Ch. 171 -- "the Act"). If Contractor is a person or persons (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties. Arbitration shall be conducted according to the following procedures:

- .1 Upon the decision of the OBO or upon written notice to the OBO from either party that a dispute has arisen, the OBO shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
- .2 If the dispute is not resolved within the time specified, any party or the OBO may submit the matter to arbitration as set out above.
- .3 The parties shall select an arbitrator from a revolving list of certified arbitrators provided by the OBO. If the parties are unable to agree on an arbitrator, each party may strike one name from the list and the first name immediately following the last strike shall be the one designated to hear the dispute. Each party shall deposit with the OBO one half of the fee estimated by the arbitrator for required proceedings.
- .4 The arbitrator shall have all powers set out under the Act, and shall hear testimony, consider evidence, and render a written decision within three (3) days of submission of the dispute. As part of the decision, the arbitrator shall determine which party or parties shall pay all or part of the arbitrator's fee.
- .5 The decision of the arbitrator shall be final as provided in the Act, and upon payment of the arbitrator's fees, the OBO shall return that part of the deposit of any party in excess of the amount the party was ordered to pay.

ARTICLE 7 - CHANGES IN THE WORK

7.4.2.2.6 *Insert the following subparagraphs 7.4.2.2.6a and 7.4.2.2.6b.*

- a. The maximum allowances for overhead and profit on increases to Contract Price due to changes in Work, shall be:

	Overhead:	Profit:
To Contractor for change in Work performed by Subcontractors:	10 percent	0 percent
To first tier Subcontractors for change in Work performed by his Subcontractors:	10 percent	0 percent
To Contractor and Subcontractors for change In Work performed by their respective firms:	10 percent	5 percent

- b. For changes in Work performed by Contractor and Subcontractors, the allowance for overhead and profit shall be applied to an amount equal to cost of all additions to Work less cost of all deletions to Work. The allowance for overhead to Contractor and first tier Subcontractors on changes in Work performed by Subcontractors shall be applied to an amount equal to the sum of all increases to Work by applicable Subcontractors.

ARTICLE 8 - TIME

8.1.1.1 CONTRACT TIME: *Add the following to paragraph 8.1.1:*

No claim for additional Contract Time shall be made by Contractor except when the cumulative number of actual rain days (as defined by days where less than four (4) hours of work is possible due to rain) since Notice to Proceed exceeds the cumulative total of average rain days listed in the table below for the same time period. In such case, the Claim can be made for the difference between the cumulative actual rain days and cumulative average rain days. No Claim shall be made if Contractor did not have crews scheduled to be working at the site on a rain day. Where the time period in question includes portions of months, then the number of average days for the months in question will be pro rata shares of the respective numbers listed in the table:

<u>Month</u>	<u>Average Rain Days</u>
January	5
February	4
March	3
April	3
May	4
June	4
July	4
August	4
September	5
October	6
November	6
December	5

ARTICLE 9 - PAYMENTS AND COMPLETION

9.12 LIQUIDATED DAMAGES: *Insert the following into Subparagraph 9.12.1:*

9.12.1 The amount of the liquidated damages associated with Completion of the Work as described in paragraph 9.12.1 is \$750 per calendar day.

9.12.2 There will be no bonuses for early Completion of the Work.

ARTICLE 11 - INSURANCE AND BONDS

11.2.10 *Insert the following Paragraph 11.2.10.*

- 11.2.10 Additional Requirements for Workers' Compensation Insurance Coverage. Contractor shall, in addition to meeting the obligations set forth in Table I, Required Coverages, maintain throughout the Term of the Contract workers' compensation coverage as required by statute and Contractor shall specifically comply with all requirements set forth in this subparagraph 11.2.10. The definitions set out below shall apply only for the purposes of this subparagraph 11.2.10.
- 11.2.10.1 Definitions:
- .1 **Certificate of coverage (Certificate):** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission (included in original definition under 28 TAC § 110.110 but excluded from this contract), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's, Subcontractor's or Supplier's employees providing services on a Project, for the duration of the Project.
 - .2 **Duration of the Project.** Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Authority/TIRZ.
 - .3 **Persons providing services on the Project (Subcontractor in Texas Labor Code § 406.096).** Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2.10.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- 11.2.10.3 The Contractor must provide a certificate of coverage to the Authority/TIRZ prior to being awarded the Contract.
- 11.2.10.4 If the coverage period shown on the Contractor's original certificate of coverage ends during the duration of the Project, the Contractor must file a new certificate of coverage with the Authority/TIRZ and the City showing that coverage has been extended.
- 11.2.10.5 The Contractor shall obtain from each person providing services on a Project, and provide to the Authority/TIRZ:
- .1 a certificate of coverage, prior to that person beginning work on the Project, so the Authority/TIRZ will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- .2 no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 11.2.10.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- 11.2.10.7 The Contractor shall notify the Authority/TIRZ and the City 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.
- 11.2.10.8 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.
- 11.2.10.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project to:
- .1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - .3 provide to 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: (1) a certificate of coverage, prior to the other person beginning work on the Project; and (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
 - .6 notify the Authority/TIRZ and the City 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 subparagraphs 11.2.10.1-.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.2.10.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the

Authority/TIRZ 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. Contractor shall not be allowed to self-insure workers' compensation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.2.10.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Authority/TIRZ to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Authority/TIRZ.

11.4.1 *Strike the last sentence of sub-paragraph 11.4.1 and add the following:*

11.4.1 Such bonds will be assignable by the Authority/TIRZ to the City in conjunction with the assignment of this Contract by the Authority/TIRZ to the City. Bonds may be obtained from the Contractor's usual source and the cost thereof shall be included in the Contract Price.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.2.1 *Replace sub-paragraph 13.2.1 with the following language:*

13.2.1 The Authority/TIRZ and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the prior written consent of the other, and if either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. Notwithstanding the foregoing requirement of consent to assignment, the parties acknowledge and agree that the City of Houston is a third-party beneficiary of the Contract and the Authority/TIRZ may assign the Contract, in its sole discretion, to the City, which assignment shall be binding upon Contract regardless of consent.

SPECIFICATIONS - DIVISIONS 1 THROUGH 16

Throughout the specifications in Divisions 1 through 16, reference is made to certain people and entities. In these cases, the following terms shall have the following meanings, except that the provisions of the General Conditions and Supplementary Conditions with respect to authority, responsibility, and communication shall overrule provisions of Divisions 1 - 16:

Architect: Means Architect/ Engineer/ Landscape Architect.

City: Means Authority/ TIRZ where the term refers to the City acting as Owner.

Project Manager: Means Director of Construction.

Engineer: Means Architect/ Engineer/ Landscape Architect.

Landscape Architect: Means Architect/ Engineer/ Landscape Architect.

Owner: Means Authority/ TIRZ/ Executive Director/ Director/ Owner's
Representative(s)/ Project Manager.

END OF DOCUMENT

Document 00812

WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.0 In accordance with the Prevailing Wage Law on Public Works (Chapter 2258 of the Texas Government Code), the public body awarding the Contract does hereby specify the following to be the general prevailing rates in the locality in which the Work is being performed.
- 2.0 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 3.0 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building, or within the public right-of-way.
- 4.0 If Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the City of Houston's Office of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A," and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A." Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, and 2006-168 subject to City Council approval.

EXHIBIT "A"

**LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES FOR
 ENGINEERING CONSTRUCTION 2020**

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Asphalt Distributor Operator	\$14.06	Milling Machine Operator - Fine Grade	\$13.53
Asphalt Paving Machine Operator	\$14.32	Mixer Operator	\$10.33
Asphalt Raker	\$12.36	Motor Grader Operator- Rough	\$14.23
Asphalt. Shoveler	\$11.68	Motor Grader Operator	\$15.69
Broom or Sweeper Operator	\$12.68	Oiler	\$12.12
Bulldozer Operator	\$11.81	Painter-Structures	\$18.62
Carpenter- Rough	\$12.49	Pavement Marking Machine Operator	\$11.18
Concrete Finisher- Paving	\$13.07	Pile Driverman.	\$14.95
Concrete Finisher- Structures	\$12.98	Pipe Layer	\$12.12
Concrete Paving Curbing Machine Operator	\$11.71	Reinforcing Steel Setter – Paving	\$15.15
Concrete Paving Finishing Machine Operator	\$13.07	Reinforcing Steel Setter - Structure	\$14.39
Concrete Paving Joint Sealer Operator	\$11.00	Roller Operator, Pneumatic - Self-propelled	\$11.57
Concrete Paving. Saw Operator	\$13.99	Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$11.57
Concrete Paving Spreader Operator.	\$10.44	Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.92
Concrete Rubber . . .	\$9.00	Scraper Operator	\$13.47
Crane Clamshell Backhoe Derrick, Dragline, Shovel Operator	\$12.71	Servicer	\$13.97
Crusher and Screening Plant Operator	\$11.29	Sign Installer – PGM	\$8.54
Electrician * 3 Journeyman 2 Apprentice Allowed	\$27.11	Slip Form Machine Operator	\$11.07
Flagger	\$10.33	Spreader Box Operator	\$13.58
Form Builder/Setter- Structures	\$12.23	Structural Steel Worker	\$14.39
Form Liner- Paving and Curb	\$12.34	Tractor Operator - Crawler Type	\$13.68
Form Setter- Paving and Curb	\$12.34	Tractor Operator- Pneumatic	\$10.07
Foundation Drill Operator - Crawler Mounted	\$17.43	Transit Mixer Truck Driver	\$11.00
Foundation Drill Operator - Truck Mounted	\$15.89	Truck Driver, Lowboy-float	\$16.03
Front Loader Operator	\$13.17	Truck Driver, Single-Axle - Heavy	\$11.46
Laborer Common	\$11.02	Truck Driver, Single-Axle - Light	\$11.48
Laborer- Utility	\$11.73	Truck Driver, Tandem Axle Semi-Trailer	\$12.27
Manhole Builder	\$9.00	Work Zone Barricade Servicer	\$11.67
Mechanic	\$16.96	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	
* Apprentices- must be in an approved USDOL Program and cannot exceed ratios			

END OF DOCUMENT

Section 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Summary of Work, Project Manual and Construction Documents Arrangement, Work by Others, Owner Occupancy, and Contractor Use of Site and Premises.

1.02 SUMMARY OF WORK

- A. The scope of work includes all labor, materials, equipment, and necessary services required for the construction of the Trebly Park Shade Structures as defined by the Project Manual and the Construction Documents, and any modifications thereto.
- B. Construction of the Trebly Park Shade Structures project includes structural steel supports with a decorative metal panel roof over the play area and dog park trellis, site lighting for aesthetics in the interior of the structure and for safety, standalone umbrellas for shade within the large dog park and bosque area.

1.03 PROJECT MANUAL AND CONSTRUCTION DOCUMENTS ARRANGEMENT

- A. The Project Manual
 - 1. Bidding Requirements, Contract Forms, Conditions of the Contract, and Division 1 - General Requirements apply to Work covered by the Contract.
 - 2. Technical Specifications.
- B. The Construction Documents.
- C. Addenda to the Contract issued during bidding.

1.04 WORK BY OTHERS

- A. Separate Contracts
 - 1. Work under separate contracts on adjacent properties may be ongoing concurrent with Work of this Contract.
 - 2. Cooperate with the Owner and separate contractors to accommodate these requirements.

1.05 CONTRACTS

- A. Work will be executed under one prime general contract between the Owner and the successful bidder.

1.06 RELATED WORK OF OTHER CONTRACTS

- A. Contractor shall cooperate and coordinate his Work with work provided under other contracts within or adjacent to the Project site.

1.07 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Coordinate use of site and premises with the Owner.
- B. Assume full responsibility for protection and safekeeping of products under this Contract stored on site.
- C. Shall limit disruption to vehicular and pedestrian traffic in public rights-of-way as indicated on City of Houston lane closure and sidewalk closure permits.
- D. Obtain and pay for use of any additional storage or work areas needed for operations.
- E. Limit use of site and premises to allow for:
 - 1. Work by separate contractors.
 - 2. Work by Owner, including but not limited to request for and receipt of right of entry from adjacent property owner to allow for temporary access to construct permanent improvements in proximity to shared property line.
 - 3. Use of site and premises by tenants and occupants during construction.

1.08 SEQUENCE OF CONSTRUCTION

- A. Proposed schedule is to be provided at the start of construction to the Director of Construction.
- B. Work shall proceed in a manner as to minimize disruption to the public. The Contractor's Construction Schedule shall be developed such that the work proceeds to meet the scheduled completion date.
- C. Any deviations allowed by the Authority/TIRZ to these provisions shall not be interpreted as a change to these provisions and shall not establish a right by the Contractor to such deviations in other areas of the Work unless specifically stated in writing.

PART 2 - DOCUMENTS

- 2.01 HOUSTON, TEXAS CODE OF ORDINANCES, CHAPTER 40, ARTICLE XVII: SIDEWALK AND ROADWAY OBSTRUCTIONS AND IMPAIRMENTS
- 2.02 ROADWAY AND SIDEWALK OBSTRUCTION PERMIT APPLICATION - online at www.houstonpermittingcenter.org

END OF SECTION

Section 01092

ABBREVIATIONS

PART 1 - GENERAL

1.01 ABBREVIATIONS

Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

Abbreviations of agencies and organizations which establish codes and standards include, but are not necessarily limited to the following:

AA	Aluminum Association
AAN	American Association of Nurserymen
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffuser Council
AFBMA	Anti-Friction Bearing Manufacturer's Association
AFI	Air Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AIMA	Acoustical & Insulation Material Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving & Conditioning Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association
AWS	American Welding Society
AWWA	American Water Works Association
BIA	Brick Institute of America
CLFMI	Chain Link Fence Manufacturers Institute
COH	City of Houston
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard, U.S. Department of Commerce
DFPA	Douglas Fir Plywood Association

EJMA	Expansion Joint Manufacturers Association
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Manual
FS	Federal Standardization
FTI	Facing Tile Institute
HUD	U.S. Department of Housing & Urban Development
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineer Association
IEEE	Institute of Electrical & Electronics Engineers
ISA	International Society of Arboriculture
MIL	Military Specifications
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAPF	National Association of Plastic Fabricators
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NWMA	National Woodwork Manufacturer's Association
NSF	National Sanitary Foundation
OSHA	Occupational Safety Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standard, U.S. Department of Commerce
SAE	Society of Automotive Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joint Institute
SMACNA	Sheet Metal & Air Conditioning Contractors National Association
SPC	Steel Structures Painting Council
SSPC	Society for Protective Coatings
TAC	Texas Administrative Code
TAN	Texas Association of Nurserymen
TAS	Texas Accessibility Standards
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TXDOT	Texas Department of Transportation
UBC	Uniform Building Code
UL	Underwriter's Laboratories
UNI-BELL	UNI-BELL PVC Pipe Association
Fed.Spec.	Federal Specification

Other Abbreviations:

A	ampere
AC	alternating Current
adj	adjustable
alum	aluminum
avg	average
BTU	British Thermal Unit
C	channel
cc	cubic centimeter
cfm	cubic feet per minute
cj	construction joint

cm	centimeter
CMU	concrete masonry unit
cu	cubic
d	depth; penny (nail)
DB	dry bulb
DC	direct current
diag	diagonal
diam	diameter
dim	dimension
ea	each
ej	expansion joint
°c	degrees Celsius or Centigrade
°f	degrees Fahrenheit
fc	foot candles
ft	foot
fpm	feet per minute
fps	feet per second
g	gram
gal	gallon
galv	galvanized
gpm	gallons per minute
h, hi, ht	high, height
hr	hour
Hz	hertz
I	steel beam
ID	inside diameter
IIC	impact insulation class
jt	joint
k	kip
KD	knockdown; kiln dried
ksf	kips per square foot
ksi	kips per square inch
l	length
lb	pound
lin	lineal
max	maximum
MDO	medium density overlay
MEP	mechanical electrical plumbing
min	minimum
mph	miles per hour
M/WBE	Minority and Women Business Enterprises
M/W/DBE	Minority, Women, and Disadvantaged Business Enterprises
NIC	not in contract
NRC	noise reduction coefficient
OBO	City of Houston Office of Business Opportunity
O&M	operations and maintenance
OD	outside diameter
oz	ounce
□	phase; round
pcf	pounds per cubic foot
plf	pounds per lineal foot
pr	pair
psf	pounds per square foot
psi	pounds per square inch
PVC	polyvinyl chloride
RH	relative humidity
RO	rough opening
sec	second

S4S	smooth 4 sides
sq	square
ss	stainless steel
STC	sound transmission class
T&G	tongue and groove
thk	thickness
V	volt
w	width
W	w/ with
WB	wet bulb
WP	waterproof
wt	weight
WWM	welded wire mesh
x	by (for dimensioning)
Y	yield
yd	yard

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets, driveways and sidewalks and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

- A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed, unless access to private property is granted by right-of-entry between the property owner and Owner/Authority/TIRZ.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the City against claims or demands arising from such use of properties outside of rights-of-way.
- C. Obtain permits from City of Houston Parks and Recreation Department for storage of materials on esplanades and other areas within rights-of-way under that Department's jurisdiction.
- D. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Director of Construction.
- E. The blocks in which the Contractor has ongoing construction activities and at least one block either side of those blocks shall be at a minimum swept once daily to remove all dirt, gravel or other debris that exists in the open lanes. All such material must be removed from the street and gutter either by the mechanical sweeper or by hand regardless of its origin.
- F. The Contractor shall maintain all-weather sidewalks and crosswalks routes to all entry points to public or private property along the work area. Specific conditions that shall be maintained are as follows:
 - 1. The walkway shall be easily identified by the pedestrian.
 - 2. An all-weather surface for sidewalks and crosswalks shall be built of a hard material that cannot be penetrated by small-heeled shoes or wheelchair wheels and equal to a minimum of 2-inch thick hot-mix asphalt mechanically compacted in place or decomposed granite with a maximum slope in any direction of two-percent (2%). If the temporary surface is an area less than fifty square feet in area, then the cross slope shall match the existing walk or street cross slope such that no transition is necessary. Compacted asphalt millings are not acceptable as an all-weather surface.
 - 3. Sidewalks or crosswalks that must be crossed by construction equipment will be cleaned of all dirt, mud or debris carried onto

the walkway by the construction activities immediately after such materials are deposited on the walkway.

4. Maintenance shall include manual or mechanical sweeping at least once per day and more often if necessary to immediately remove gravel, dirt, water or mud when such material is deposited by the construction activity or found by the Contractor or Director of Construction. The Contractor shall remove all gravel or dirt including that from non-construction vehicles using the open lanes.
 5. Washing of the walkway shall be done by the Contractor if necessary to remove mud or heavy dirt deposits after rains and shall be done immediately upon deposit or discovery.
 6. Special signage to this contract shall be provided where necessary or as directed by the Director of Construction that will warn persons with disabilities of sidewalk conditions that may impede their access during construction.
- G. At least one crosswalk in the east-west direction and the north-south direction shall be open to pedestrian traffic. The crosswalk shall be a minimum width of 4-feet and be built of material as specified in subparagraph 1.02.F.2.
- H. The Contractor shall maintain separation of the public sidewalk, walkway or crosswalks from the construction zone or vehicle traffic lanes. Separation shall be by a 42" high manufactured steel pedestrian barrier. The barrier shall be painted with an automotive quality paint system and shall be kept clean of mud and dirt. The paint color, if required, will be provided by Director of Construction. The Contractor shall not begin the work until sufficient barriers are on-site to separate the work zone from the sidewalk.
- I. The Contractor shall have personnel on site at all times when work is underway that will immediately make adjustments, relocations or repairs to the walkways or barriers when non-compliance with provision in the Contract exists.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

- A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.
- B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.
- C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Director of Construction and at no cost to the Owner.

1.04 USE OF SITE

- A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.
- B. Notify Director of Construction and City Traffic Management and Maintenance department at least 48 hours prior to closing a street

or a street crossing. Permits for street closures are required in advance and are the responsibility of the Contractor.

- C. Maintain access for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses. Project Manager will provide a sample door hanger showing form and content to be followed.
- B. Include in notification names and telephone numbers of two company representatives for resident, property owner, property manager or tenant contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time, except by permission of the Director of Construction.
- B. Obtain the City Traffic Management and Maintenance Department and Director of Construction's approval when the nature of the Work requires closing of an entire street. Permits required for street closure are the Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.

- C. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- D. Acceptance of any portion of the Work will not be based on return of street to public use.
- E. Avoid obstructing driveways or entrances to private property.
- F. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.
- G. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

1.08 TRAFFIC CONTROL

- A. Comply with traffic regulation as specified in Section 01555 - Traffic Control and Regulation.

1.09 SURFACE RESTORATION

- A. Restore site to condition existing before construction to satisfaction of the Director of Construction.
- B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Restoration.
- C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01255

CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and Modifications;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor submittals.

1.02 REFERENCES

- A. Blue Book is defined as the Rental Rate Blue Book for Construction Equipment (a.k.a. Data Quest Blue Book).
- B. Rental Rate is defined as the full-unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

- A. Provide a letter indicating the name and address of the individual authorized to execute Modifications, and who will be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. Provide this information at the pre-construction meeting.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and substantiate costs of changes in the Work.
- B. Document each proposal for change in Contract Price or Contract Time with sufficient data to allow evaluation of proposal.
- C. Include the following minimum information on proposals:
 - 1. Quantities of items in original Document 00405 - Bid Price Form with additions, reductions, deletions, and substitutions.
 - 2. Quantities and cost of items in original Schedule of Values with additions, reductions, deletions and substitutions.
 - 3. Provide Unit Prices for new items, with supporting information, for inclusion in Bid Price Form.

4. Justification for changes in Contract Time.
 5. Additional data upon request.
- D. For changes in the Work performed on a time-and-material basis, provide the following additional information:
1. Quantities and description of Products.
 2. Taxes, insurance and Bonds.
 3. Overhead and profit as noted in Document 00700 - General Conditions.
 4. Dates, times and by whom work was performed.
 5. Time records and certified copies of applicable payrolls.
 6. Invoices and receipts for Products, rental equipment, and subcontracts, similarly documented.
- E. For changes in the Work performed on a time-and-materials basis, rental equipment is paid as follows:
1. Actual invoice cost for duration of time required to complete extra work without markup for overhead and profit. When extra work comprises only a portion of a rental invoice where equipment would otherwise be on site, compute hourly equipment rate by dividing the actual monthly invoice by 176. One day equals eight hours and one week equals 40 hours.
 2. Do not exceed estimated operating costs given in Blue Book for items of equipment. Overhead and profit will be allowed on the operating cost.
- F. For changes in the Work performed on a time-and-materials basis using Contractor-owned equipment, use Blue Book rates as follows:
1. Contractor-owned equipment will be paid at the Blue Book Rental Rate for the duration of time required to complete extra work without markup for overhead and profit. Utilize lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of Rental Rate for double shifts, one extra shift per day, and 200 percent of Rental Rate for more than two shifts per day. Standby rates shall be 50 percent of the appropriate Rental Rate shown in Blue Book. No other rate adjustments apply.
 2. Do not exceed estimated operating costs given in Blue Book. Overhead and profit will be allowed on operating costs. Operating costs will not be allowed for equipment on standby.
- 1.05 CHANGE PROCEDURES
- A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive will be formalized into a Change Order. Changes will be in accordance with requirements of Document 00700 - General Conditions.
 - B. Request clarification of Drawings, Specifications, Contract Documents

or other information by submitting a Request for Information. Response by Director of Construction to Requests for Information does not authorize Contractor to perform tasks outside scope of the Work. Changes must be authorized as described in this Section.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

- A. Director of Construction may issue a Request for Proposal, which includes a detailed description of the proposed change with supplementary or revised Drawings and Specifications. Director of Construction may also request a proposal in response to a Request for Information. Prepare and submit the proposal within seven (7) days or as specified in request.
- B. Submit requests for Contract changes to Director of Construction describing proposed change and its full effect on the Work, with a statement describing reason for change and effect on Contract Price and Contract Time including full documentation.
- C. Design Consultant may review Change Orders.

1.07 WORK CHANGE DIRECTIVE

- A. Director of Construction may issue a signed Work Change Directive instructing Contractor to proceed with a change in the Work. Work Change Directive will subsequently be incorporated into a Change Order.
- B. Work Change Directives will describe changes in the Work and designate the method of determining change in Contract Price or Contract Time.
- C. Proceed promptly to execute changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A. A Stipulated Price Change Order will be based on an accepted proposal.

1.09 UNIT PRICE CHANGE ORDER

- A. Where Unit Prices for affected items of the Work are included in Document 00405 - Bid Price Form, the Change Order will be based on Unit Prices, subject to Articles 7 and 9 of Document 00700 - General Conditions.
- B. Where Unit Prices of the Work are not pre-determined in Document 00405 - Bid Price Form, the Work Change Directive or accepted proposal will specify the Unit Prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A. Provide itemized account and supporting data after completion of change, within time limits indicated for claims in Document 00700 - General Conditions.
- B. Director of Construction will determine the change allowable in Contract Price and Contract Time as provided in Document 00700 - General Conditions.

- C. Maintain detailed records for work done on time-and-material basis as specified in Paragraph 1.04 above.
- D. Provide full information required for evaluation of changes and substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A. Director of Construction will issue Change Orders, Work Change Directives, or Minor Change in the Work for signatures of Parties as described in Document 00700 - General Conditions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. For Stipulated Price Contracts, promptly revise Schedule of Values and Application for Payment forms to record authorized Change Orders as separate line item.
- B. For Unit Price Contracts, the next monthly estimate of the Work after acceptance of a Change Order will be revised to include new items not previously included with appropriate Unit Prices.
- C. Promptly revise progress schedules to reflect change in Contract Time, and to adjust time for other items of work affected by the change, and resubmit for review.
- D. Promptly enter changes to on-site and record copies of Drawings, Specifications or Contract documents as required in Section 01785 - Project Record Documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01270

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Director of Construction will take all measurements and compute quantities accordingly.
- C. Contractor shall assist by providing necessary equipment, workers, and survey personnel as required by Director of Construction.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Director of Construction shall determine payment as stated in Article 9 of the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in Document 00405 - Bid Price Form, provide the required quantities at the unit prices contracted, except as otherwise stated in Article 9 of the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: By unit designated in the agreement.

- F. Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.
- B. Total compensation for required Unit Price Work shall be included in Unit Price bid in Document 00405 - Bid Price Form. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in Document 00405, will not be accepted.
- C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions.
- D. Progress payments will be based on the Director of Construction's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Director of Construction multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 NONCONFORMANCE ASSESSMENT

- A. Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- B. If, in the opinion of Director of Construction, it is not practical to remove and replace the Work, the Director of Construction will direct one of the following remedies:
 - 1. The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Director of Construction.
 - 2. The nonconforming Work will be modified as authorized by the Director of Construction, and the unit price will be adjusted to a lower price at the discretion of Director of Construction, if the modified work is deemed to be less suitable than originally specified.
- C. Specification sections may modify the above remedies or may identify a specific formula or percentage price reduction.
- D. The authority of Director of Construction to assess the nonconforming work and identify payment adjustment is final.

1.07 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable to Director of Construction.

2. Products determined as nonconforming before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work, unless specified otherwise.
6. Loading, hauling, and disposing of rejected products.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01292

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation and submittal of a Schedule of Values for stipulated price contracts or for major lump sum items on unit price contracts for which the Contractor requests progress payments.

1.02 DEFINITION

- A. The Schedule of Values is an itemized list that establishes the value of each part of the Work for a stipulated price contract and for major lump sum items in a unit price contract. The Schedule of Values is used as the basis for preparing applications for payments. Quantities and unit prices may be included in the Schedule of Values when designated by the Director of Construction.
- B. A major lump sum item is a lump sum item in the Schedule of Unit Price Work which qualifies as Major Unit Price Work as defined in Document 00700 - General Conditions.

1.03 PREPARATION

- A. For stipulated price contracts, subdivide the Schedule of Values into logical portions of the Work, such as major work items or work in contiguous geographic areas. Use Section 01325 - Construction Schedule to guide the subdivision of work items. The items in the Schedule of Values will correlate directly with the tasks enumerated in the Construction Schedule. Then organize each portion using the Table of Contents of this Project Manual as an outline for listing the value of work by Sections. A pro rata share of mobilization, bonds, and insurance may be listed as separate items for each portion of the work.
- B. For unit price contracts, items should include a proportional share of Contractor's overhead and profit so that the total of all items will equal the Contract Price.
- C. For lump sum equipment items where submittal of operation and/or maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at 5 percent of the lump sum amount for each equipment item and a separate item for testing and adjusting valued at 5 percent of the lump sum amount for each equipment item.
- D. Round off figures for each listed item to the nearest \$100.00 except for the value of one item, if necessary, to make the total of all items in the Schedule of Values equal the Contract Price for stipulated price contracts or the lump sum amount in the Schedule of Unit Price Work.
- E. Type the Schedule of Values on 8-1/2-inch by 11-inch white bond paper.

1.04 SUBMITTAL

- A. Submit the Schedule of Values at least ten (10) days prior to

submitting the first application for progress payment.

- B. Revise the Schedule of Values and resubmit for items affected by contract modifications, change orders, and work change directives.
- C. After the changes are reviewed without exception by the Director of Construction, make the submittal at least 10 days prior to submitting the next application for progress payment.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01312

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Section includes general coordination including pre-construction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

- A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 DIRECTOR OF CONSTRUCTION AND REPRESENTATIVES

- A. The Director of Construction and/or Owner's Representative(s) may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirement characteristics of operating equipment are compatible with existing or planned utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building or roadway. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Conceal pipes, ducts, and wiring within the construction in finished areas, except as otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRE-CONSTRUCTION CONFERENCE

- A. Director of Construction will schedule a pre-construction conference.

B. Attendance Required: Director of Construction, Director of Planning & Design, Owner's Representative(s), Architect/Engineer, Contractor, and major Subcontractors.

C. Agenda:

1. Distribution of Contract Documents.
2. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
3. Review of insurance.
4. Discussion of formats proposed by the Contractor for Schedule of Values, and Construction Schedule.
5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.
6. Scheduling of the Work and coordination with other contractors.
7. Review of Subcontractors.
8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06C, when pre-construction conference and site mobilization conference are combined.
9. Procedures for testing.
10. Procedures for maintaining record documents.

1.06 SITE MOBILIZATION CONFERENCE

A. When required by the Contract Documents, Director of Construction will schedule a conference at the Project site prior to Contractor occupancy.

B. Attendance Required: Director of Construction, Director of Planning & Design, Owner's Representative(s), Architect/Engineer, Special Consultants, Contractor's Superintendent, and major Subcontractors.

C. Agenda:

1. Use of premises by Owner and Contractor.
2. Safety and first aid procedures.
3. Construction controls provided by Owner.
4. Temporary utilities.
5. Survey and layout.
6. Security and housekeeping procedures.
7. Field office requirements.

1.07 PROGRESS MEETINGS

- A. Project meetings shall be held at Project field office or other location as designated by the Director of Construction. Meeting shall be held at monthly intervals, or more frequent intervals if directed by Director of Construction.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Director of Construction, Director of Planning & Design, Owner's Representative(s), and Architect/Engineer as appropriate to agenda topics for each meeting.
- C. Director of Construction or his representative will make arrangements for meetings and recording minutes.
- D. Director of Construction or his representative will prepare the agenda and preside at meetings.
- E. Contractor shall provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of RFI and RFP status.
 - 7. Change Order status.
 - 8. Review of off-site fabrication and delivery schedules.
 - 9. Maintenance of progress schedule.
 - 10. Corrective measures to regain projected schedules.
 - 11. Planned progress during succeeding work period.
 - 12. Coordination of projected progress.
 - 13. Maintenance of quality and work standards.
 - 14. Effect of proposed changes on progress schedule and coordination.
 - 15. Other item relating to Work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

- A. Refer to Section 01330 for submittal requirements.
- B. Prints: Prepare digital photographs of each view and submit one (1) print directly to Director of Construction within seven (7) days of taking photographs. One (1) print of each photograph shall be retained by the Contractor in the field office at the Project site and available at all times for reference.
- C. Extra Prints: When requested by the Director of Construction, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties.
- D. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.
- E. When required by Contract Documents, submit photographs monthly, with Pay Estimate.

1.03 QUALITY ASSURANCE

- A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

PART 2 - PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

- A. Prior to the commencement of any construction, take 200-400 dpi digital color photographs of the entire route of the project and present one digital disk of photographs to the Director of Construction for use in contract administration and inspection.
- B. The photographs shall show the following:
 - 1. Project Name and Project Number.
 - 2. Date and time photographs were taken.
 - 3. Location or view orientation of the photograph, address number and street.
- C. Indicate the condition of the following:
 - 1. Roadway.

2. Right-of-way features (buildings, thresholds, parking lots, retaining walls, etc.).
3. Sidewalk.
4. Curb.
5. Area between walk and right-of-way, as applicable.
6. Area between walk and curb, as applicable.
7. Particular features (lights, shrubs, fences, trees, etc.).
8. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

D. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked concrete and the condition of trees, shrubs, and grass.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Director of Construction to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01325

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 GENERAL

- A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PDM) plan. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Director of Construction.

1.02 SCHEDULING STAFF

- A. Employ or retain services of individual experienced in CPM scheduling for duration of the Contract. Individual shall cooperate with Director of Construction and update schedule monthly as required to indicate current status of the Work.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. During preconstruction meeting, as described in Section 01312 - Coordination and Meetings, provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Director of Construction and must meet requirements provided in this Section. Director or Project Manager will provide review of samples within seven (7) days of submittal.
- C. Within six (6) days of issuance of Document 00455 - Notice of Intent to Award, Contractor to submit proposed Construction Schedule for Director's review. Base Construction Schedule submittal on the following:
 - 1. Level of detail and number of activities required in schedule are dependent on project type.
 - a. For projects with multiple types of tasks within scope, indicate types of work separately within schedule.
 - b. For projects with work at different physical locations or service areas, or different facilities within a site, indicate each location or facility separately within schedule. Show work on each street or block as separate tasks.
 - c. For projects with multiple crafts or significant Subcontractor components, indicate elements separately within schedule. Unless permitted by Director of

Construction, tasks shall consist of work covered by only one division of Project Manual.

2. Unless permitted by Director of Construction, each scheduled task shall be same as Schedule of Values line item, and vice versa.
3. For projects with Major Unit Price Work, indicate Shop Drawing submittal and review, purchase, delivery, and installation dates on Construction Schedule. Include activities for testing, adjustment, and delivering O&M manuals.
4. For projects where operating facilities are involved, identify each period of work that will impact any process or operation in the schedule and that must be agreed to by Director of Construction and facility operator prior to starting work in the area.

D. Construction Schedule submittals shall include:

1. Printed bar charts that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software;
2. Activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and
3. A predecessor/successor listing sorted by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.
4. A logic network diagram is required with the first Construction Schedule submittal for facilities projects.
5. Prepare and submit graphic or tabular display of estimated monthly billings (i.e. a cash flow curve for the Work) with the first schedule submittal. This information is not required in monthly updates, unless significant changes in work require re-submittal of schedule for review. Display shall allocate units indicated in bid schedule or Schedule of Values to Construction Schedule activities. Weighted allocations are acceptable, where appropriate. Dollar value associated with each allocated unit will be spread across the duration of that activity on a monthly basis. Total for each month and cumulative total will be indicated. These monthly forecasts are only for Director's or Project Manager's planning purposes. Monthly payments for actual work completed will be made in accordance with Document 00700 - General Conditions.
6. Narrative Report that provides the information outlined in this Section.

E. No payment will be made until Director of Construction approves Construction Schedule and billing forecast.

F. If Contractor desires to make changes in its method of operating and scheduling, after Director of Construction has reviewed original schedule, notify Director of Construction in writing, stating reasons for changes. When Director of Construction considers these changes to be significant, Contractor may be required to revise and resubmit for review all or affected

portion of Contractor's Construction Schedule to show effect on the Work.

- G. Upon written request from Director of Construction, revise and submit for review all or any part of Construction Schedule submittal to reflect changed conditions in the Work or deviations made from original schedule.
- H. Updated Construction Schedule with actual start and actual finish dates, percent complete, and remaining duration of each activity shall be submitted monthly. Data date used in updating monthly Construction Schedule shall be the same date as used in monthly Payment Application. Monthly update of Construction Schedule is required for monthly Payment Application to be processed for payment.

1.04 SCHEDULING COMPUTER SOFTWARE REQUIREMENTS

- A. Contractor's scheduling software shall be capable of creating bar charts and activity listings, which can be sorted by various fields (i.e. Activity ID, Early Start, Total Float, Area Code, Specification Section number, and Subcontractor). Use software capable of producing logic network diagram.
- B. Use scheduling software capable of producing activity listings and bar charts with the following information for each activity in the schedule:
 - 1. Activity ID
 - 2. Activity Description
 - 3. Estimated (Original) Duration
 - 4. Remaining Duration
 - 5. Actual Duration
 - 6. Early Start Date
 - 7. Late Start Date
 - 8. Early Finish Date
 - 9. Late Finish Date
 - 10. Free Float
 - 11. Total Float
 - 12. Activity Codes (such as Area Code, Work Type, Specification Section, Subcontractor)
- C. Use scheduling software capable of printing calendars using mathematical analysis of schedule, indicating standard workdays of week and scheduled holidays.
- D. Use scheduling software capable of printing activity listing that indicates predecessors and successors, lag factors and lag relationships used in creating logic of the schedule.

- E. Use scheduling software to provide monthly time in Bar Chart format and scale with 12-month scale not to exceed one page width. Bar charts may be printed or plotted on 8-1/2 by 11-inch, 8-1/2 by 14-inch or 11 by 17-inch sheet sizes. Over-size plots are not acceptable.

1.05 NARRATIVE SCHEDULE REPORT

- A. Narrative schedule report shall list activities started this month, activities completed this month, activities continued this month, activities scheduled to start or complete next month, problems encountered this month, and actions taken to solve these problems.
- B. Narrative schedule report shall describe changes made to Construction Schedule logic (i.e. changes in predecessors and lags), activities added to schedule, activities deleted from schedule, any other changes made to the schedule other than addition of actual start dates and actual finish dates and changes of data date and remaining durations for re-calculation of mathematical analysis.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01326

CONSTRUCTION SCHEDULE (BAR CHART)

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide an initial Construction Schedule as required by this section for the Work. Do not start construction until Director of Construction reviews the schedule.

1.02 FORM AND CONTENT OF INITIAL CONSTRUCTION SCHEDULE

A. Bar Chart

1. Show major construction activities such as pipe laying, by traffic control phases or other approved key areas; tunnel construction, utility trenching or boring, pavement removal, pavement replacement, pressure testing, chlorination, clean up and punch list as separate activities on the schedule.
2. Show week duration for each activity.
3. Show separate activities for each Shop Drawing and Product Data submittal critical to timely completion. Show submittal dates and dates when Director of Construction needs to provide approved submittals.
4. Provide separate horizontal bar for each activity. List start and finish date for each activity at left side of diagram.
5. Horizontal Time Scale: Identify first work day of each week.
6. Scale and Spacing: Notes must be legible. Allow space for notations and future revisions.
7. Order of Listings: Order bar chart listings by phases or other approved groups of activities that are contiguous. List activities in chronological order within each phase or group.

B. Narrative Description

1. Submit narrative descriptions of anticipated work sequences as indicated by the sequence of activities presented in the schedule.
2. Discuss any activity that affects the public (such as phases of traffic control), interaction with specific City Departments (such as valve operation, chlorination and testing) or other associated contractors.

1.03 PROGRESS REVISIONS

- A. Submit progress revisions or necessary information to complete and process Payment Applications. When required, re-submittals for rejected revisions must be submitted and reviewed prior to the following month's processing of a Payment Application. The

following month's Payment Application will not be processed until the re-submittal is reviewed and required progress revisions are received.

- B. Provide a narrative report to describe:
1. Major changes in scope.
 2. Revised projections in progress, completion, or changes in activity duration.
 3. Other identifiable changes.
 4. Problem areas, anticipated delays, and the impact on schedule.
 5. Corrective action recommended and its effect.
 6. Effect of changes on schedules or other contractors.
 7. Product delivery lead times.
- C. Include additional data with Bar Chart described in Paragraph 1.02A of this Section:
1. Show original dates for each activity in the approved initial progress schedule by narrow bar next to a wider bar for the current schedule.
 2. Show date each activity actually started or finished when an event has occurred. Clearly identify actual dates in two right-most columns in left portion of an 11 by 17-inch chart.
 3. Indicate the percentage progress to the date of submittal for each activity.
- 1.04 SUBMITTALS
- A. Submit the initial Construction Schedule within six (6) days after issuance of Document 00455 - Notice of Intent to Award. Director of Construction will review the schedule and return a reviewed copy within six (6) days after receipt.
 - B. Cut-off dates for progress revisions may be as early as the 20th of the month to avoid delaying processing of Payment Applications. Use the cut-off date for the first approved revision for further revisions.
 - C. When required, re-submit within seven (7) days after return of review copy.
 - D. Include connecting lines between bars in the schedule to indicate the sequence that activities will be accomplished. Connecting lines when the activity's start or finish is modified will identify impact of preceding or succeeding activities. Submit a minimum of six (6) copies of the bar chart on 11 by 17-inch opaque reproductions. Director of Construction will retain five (5) copies and return the remaining copy to Contractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Schedule of Values.
2. Construction Schedules.
3. Shop Drawings, Product Data, and Sampler.
4. Operations and Maintenance Data.
5. Manufacturer's Certificates.
6. Construction Photographs.
7. Project Record Documents.
8. Video Tapes.
9. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Director of Construction will review and return submittals to the Contractor as expeditiously as possible, but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than thirty (30) days for initial review by the Director of Construction. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
3. The Director of Construction's review of submittals covers only general conformity to the Drawings, Specifications, and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Director of Construction. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
4. Submit five (5) copies of documents unless otherwise specified in the following paragraphs or in the Specifications.

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Director or Project Manager with a Transmittal Form.
2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
3. Identify variations from requirements of Contract Documents and identify product or system limitations.
4. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Contractor's Stamp:

1. Apply Contractor's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.
2. As a minimum, Contractor's Stamp shall include:
 - a. Contractor's name.
 - b. Job number.
 - c. Submittal number.
 - d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
 - e. Signature line for Contractor.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values in accordance with Section 01292 - Schedule of Values.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules as provided in Project Manual.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Submit Shop Drawings in accordance with Section 01340 - Shop Drawings, Product Data, and Samples.

1.06 OPERATIONS AND MAINTENANCE DATA

- A. Submit Operations and Maintenance data in accordance with Section 01782 - Operations and Maintenance Data.

1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in Specification sections, submit manufacturer's certificate of compliance for review by Director of Construction.
- B. Contractor's Stamp, as described in paragraph 1.02C, shall be placed on front page of the certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Director of Construction.

1.08 CONSTRUCTION PHOTOGRAPHS

- A. Submit Construction Photographs in accordance with Section 01321 - Construction Photographs.

1.09 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01785 - Project Record Documents.

1.10 VIDEO

- A. Submit videos as required in Section 02533 - Acceptance Testing for Sanitary Sewers.
- B. Transmittal forms for videos shall be numbered sequentially beginning with T01, T02, T03, etc.

1.11 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Contractor's Stamp, as described in paragraph 1.02C, shall be placed on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Methods, schedule, and process to be followed for shop drawings, product data and sample submittals.

1.02 REQUIREMENT

- A. Submit shop drawings, product data and samples as required by the General Conditions and as designated in the Specifications using the procedures specified in Section 01330 - Submittal Procedures and the requirements of this Section.
- B. Shop drawings, product data and samples are not considered Contract Documents.

1.03 SHOP DRAWING/SUBMITTAL SCHEDULE

- A. Submit a separate Shop Drawing/Submittal Schedule at the same time the Construction Schedule is submitted. List products, materials and equipment for which Shop Drawings and other submittals are required in the order in which they appear in the Specifications. Include product data and sample submittals in schedule.

1.04 SHOP DRAWINGS

- A. Submit Shop Drawings for review as required by the Specifications.
- B. Place Contractor's Stamp on each Shop Drawing as described in Section 01330 - Submittal Procedures.
- C. On the Shop Drawings, show accurately and distinctly, the following:
 - 1. Field and erection dimensions clearly identified as such;
 - 2. Arrangement and section views;
 - 3. Kinds of materials and finishes;
 - 4. Parts list and descriptions;
 - 5. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package;
 - 6. Where necessary for clarity, identify details by reference to drawing sheet, detail numbers, and schedules as shown on the Contract Drawings.
- D. Make Shop Drawings to scale providing a true representation of the specific equipment or item to be furnished.

1.05 PRODUCT DATA

- A. Submit product data for review as required in Specification sections.
- B. Place Contractor's Stamp, on each data item submitted, as described in Section 01330 - Submittal Procedures.
- C. Mark each copy to identify applicable products, models, options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.
- D. For products specified only by reference standard, give manufacturers, trade name, model or catalog designation and applicable reference standard.
- E. Preapproved and Prequalified Products.
 - 1. For "preapproved," "prequalified," and "approved" products named in City standard products list, provide appropriate list designation as described in Section 01630 - Product Substitution Procedures within 30 days after Notice to Proceed.
 - 2. For products proposed as alternates to "approved" products, provide information required to demonstrate the proposed products meet the level of quality and performance criteria of the "approved product."

1.06 SAMPLES

- A. Submit samples for review as required by the Specifications. Have samples reviewed and signed by a registered professional.
- B. Place Contractor's Stamp on each sample or on a firmly attached sheet of paper, as described in Section 01330 - Submittal Procedures.
- C. Submit the number of samples specified in Specifications; one of which will be retained by the Director of Construction.
- D. Reviewed samples which may be used in the Work are identified in Specifications.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01410

TPDES REQUIREMENTS

1.01 SECTION INCLUDES

- A. Documentation to be prepared and signed by Contractor/Operator before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued February 15, 2008 (the Construction General Permit).
- B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the Contract.
- C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation in a meeting with Project Manager prior to start of construction.

1.02 DEFINITIONS

- A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavation activities, as well as other construction related activities (e.g., stock piling of fill material, demolition).
- B. Large Construction Activity: Project that:
 - 1. disturbs five acres or more, or
 - 2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.
- C. Small Construction Activity: Project that:
 - 1. disturbs one or more acres but less than five acres, or
 - 2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.
- D. TPDES Operator:

Operator - The person or persons associated with a large or small construction activity that is either a primary or secondary as defined below:

Primary Operator – the person or persons associated with a large or small construction activity that meets either of the following two criteria:

- (a) the persons have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- (b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan (SWP3) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

Secondary Operator – The person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications. A secondary operator is also defined as a primary operators if there are no other operators if there are no other operators at the construction site.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

- A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under City Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.
- B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.
- C. Submit the SWP3 and any updates or revisions to Project Manager for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT For Large Construction Activity

- A. Fill out, sign, and date TCEQ Form 20022 (03/05/2008) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), **ATTACHMENT 1** of this Section 01410.
- B. Transmit the signed Contractor's copy of TCEQ Form 20022 (03/05/2008), along with a \$325.00 check, made out to Texas Commission on Environmental Quality, and the completed Payment Submittal Form to Project Manager.

- C. Project Manager will complete a separate TCEQ Form 20022 (03/05/2008) for City's Notice of Intent, and will submit both Notices, along with checks for application fees, to the TCEQ.
- D. Submission of the Notice of Intent form by both the City and Contractor to TCEQ if mailing is required a minimum of seven days before Commencement of Construction Activities.

3.03 CONSTRUCTION SITE NOTICE FOR SMALL CONSTRUCTION ACTIVITY

- A. Fill out, sign, and date the Construction Site Notice, Attachment 2 to TPDES General Permit TXR 150000, "Construction Site Notice", **ATTACHMENT 2** of this Section 01410.
- B. Transmit the signed Construction Site Notice to Project Manager at least seven days prior to Commencement of Construction Activity.

3.04 CERTIFICATION REQUIREMENTS

- A. Fill out TPDES Operator's Information form, **ATTACHMENT 3** of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.
- B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, **ATTACHMENT 4** of this Section 01410. Include this certification with other Project certification forms.
- C. Submit properly completed certification forms to Project Manager for review before beginning construction operations.
- D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and Maintenance. Use the City of Houston Storm Water Pollution Prevention Plan, Construction Site Inspection Report, **ATTACHMENT 5** of this Section 01410 to record maintenance inspections and repairs.

3.05 RETENTION OF RECORDS

- A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000). Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, submit all required forms and a copy of the SWP3 with all revisions to Project Manager.

3.06 REQUIRED NOTICES

- A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:
 - 1. Post the TPDES permit number for Large Construction Activity, with a signed TCEQ Construction Site Notice for large or Small Construction Activity. Signed copies of the City's and Contractor's NOI must also be posted.
 - 2. Post notices near the main entrance of the construction site in a prominent place where it is safely and readily available for viewing by General Public, Local, State, and Federal Authorities. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.
 - a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.
 - b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.
 - 3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction access area.
 - 4. Post a notice of waste disposal procedures in a readily visible location on site.

3.07 ON-SITE WASTE MATERIAL STORAGE

- A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

- B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.
- C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.


3.08 NOTICE OF TERMINATION

- A. Submit a NOT, **ATTACHMENT 7** of this Section 01410, to Project Manager within 30 days after:
 - 1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or
 - 2. Another operator has assumed control over all areas of the site that have not been stabilized; and
 - 3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.
- B. Project Manager will complete City's NOT and submit Contractor and City's notices to the TCEQ and MS4 entities.

END OF SECTION

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ATTACHMENT 1

	<p>Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR150000)</p> <p>For help completing this application, read the TXR150000 NOI Instructions (TCEQ-20022-Instructions).</p>	<p>TCEQ Office Use Only TPDES Permit Number: TXR15 _ _ _ _ - NO GIN Number: _ _ _ _ _ _ _ _ _ _ </p>
<p>A. Construction Site Operator <input type="checkbox"/> New <input type="checkbox"/> No Change Customer Reference Number: CN _____</p> <p>Name: _____</p> <p>Mailing Address: _____ City: _____ State: _____ Zip Code: _____</p> <p>Country Mailing Information (if outside USA) Territory: _____ Country Code: _____ Postal Code: _____</p> <p>Phone Number: _____ Extension: _____ Fax Number: _____</p> <p>E-mail Address: _____</p> <p>Type of Operator: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship - D.B.A. <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> County Government <input type="checkbox"/> City Government <input type="checkbox"/> Other: _____</p> <p>Independent Operator? <input type="checkbox"/> Yes <input type="checkbox"/> No Number of Employees: <input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 or higher</p> <p>Federal Tax ID: _____ State Franchise Tax ID Number: _____ DUNS Number: _____</p>		
<p>B. Billing Address</p> <p>Name: _____</p> <p>Mailing Address: _____ City: _____ State: _____ Zip Code: _____</p> <p>Country Mailing Information (if outside USA) Territory: _____ Country Code: _____ Postal Code: _____</p>		
<p>C. Project / Site Information <input type="checkbox"/> New <input type="checkbox"/> No Change Regulated Entity Reference Number: RN _____</p> <p>Name: _____</p> <p>Mailing Address: _____ City: _____ State: _____ Zip Code: _____</p> <p>Physical Address: _____ City: _____ County: - _____ Zip Code: _____</p> <p>Location Access Description: _____</p> <p>Latitude: ____° ____' ____" N Longitude: ____° ____' ____" W Degrees (°), Minutes ('), and Seconds (") Latitude: _____ Longitude: - _____ Decimal Form</p> <p>Standard Industrial Classification (SIC) code: _____ Also, describe the construction activity at this site (do not repeat the SIC code): _____</p> <p>Has a storm water pollution prevention plan been prepared as specified in the general permit (TXR150000)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Estimated area of land disturbed (to the nearest acre): _____ Is the project / site located on Indian Country Lands? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does this project / site discharge storm water into a municipal separate storm sewer system (MS4)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide the name of the MS4 operator: _____</p> <p>Provide the name or segment number of the water body that receives storm water from this project / site: _____</p>		
<p>D. Contact - If the TCEQ needs additional information regarding this application, who should be contacted?</p> <p>Name: _____ Title: _____</p> <p>Phone Number: _____ Extension: _____ Fax Number: _____</p> <p>E-mail Address: _____</p>		
<p>E. Payment Information - Check / Money Order Number: _____ Name on Check / Money Order: _____</p>		
<p>F. Certification</p> <p>I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p> <p>Construction Site Operator:</p> <p>Prefix: _____ First: _____ Middle: _____ Last: _____ Suffix: _____ Title: _____</p> <p>Signature: _____ Date: _____</p> <p>If you have questions on how to fill out this form or about the storm water program, please contact us at (512) 239-4671. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at (512) 239-3282.</p> <p>The completed NOI must be mailed to the following address. Use the attached document to submit the \$100 application fee. Please note that the NOI and application fee are submitted separately to different addresses.</p> <p style="text-align: center;">Texas Commission on Environmental Quality Storm Water & General Permits Team; MC - 228 P.O. Box 13087 Austin, Texas 78711-3087</p>		
TCEQ-20022 (05/03)	Page 1 of 2	

ATTACHMENT 1

**Texas Commission on Environmental Quality
Payment Submittal Form**

The storm water application fee shall be sent under separate cover to the Texas Commission on Environmental Quality.

This form must be used to submit your Storm Water Application Fee. Please complete the following information, staple your check in the space provided at the bottom of this document, and mail it to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA Storm Water General Permit: TXR150000

Check / Money Order No: _____ Amount of Check/Money Order: _____

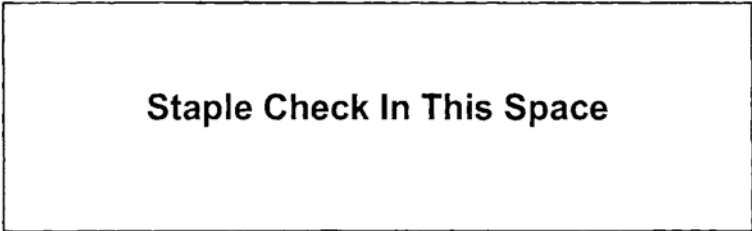
Date of Check or Money Order: _____

Name on Check or Money Order: _____

Facility / Site Name: _____

Facility / Site Physical Address: _____

City: _____ Zip Code: _____



ATTACHMENT 1

Completing the Notice of Intent for Storm Water Discharges
Associated with Construction Activity
under the TPDES Construction General Permit (TXR150000)

A. Construction Site Operator Information

Check boxes and Customer Reference Number

These boxes designate the operator's status as a TCEQ "customer"—in other words, an individual or business that is involved in an activity that we regulate. We assign each customer a number that begins with "CN," followed by nine digits. **This is not a permit number, registration number, or license number.** In the remainder of this section, we will use "this customer" to mean the operator for Part A of the form.

- If this customer has not been assigned a Customer Reference Number or if this number is unknown, check "New" and leave the space for the Customer Reference Number blank.
- If this customer has already been assigned this number, enter the operator's Customer Reference Number and:
 - Check "No Change" if all the remaining customer information is the same as previously reported. However, you must still complete most blanks in this form for this notice of intent to be valid.
 - If this customer's information has changed since the last time it was reported to the TCEQ, check neither box and complete the remainder of this notice of intent.
- **Do not enter a permit number, registration number, or license number in place of the Customer Reference Number.**

Name

Enter the legal name of this customer as authorized to do business in Texas. Include any abbreviations (LLC, Inc., etc.).

Mailing Address

Enter a central and general mailing address for this customer to receive mail from the TCEQ. For example, if this customer is a large company, this address might be the corporate or regional headquarters. On the other hand, for a smaller business, this address could be the same as the site address.

If this is a street address, please follow US Postal Service standards. In brief, these standards require this information in this order:

- the "house" number—for example, the 1401 in 1401 Main St
- if there is a direction before the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- the street name (if a numbered street, do not spell out the number—for example, 6th St, not Sixth St)
- an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy, Cr, Ct, Ln
- if there is a direction after the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- if there is a room number, suite number, or company mail code

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is **inside** the United States, leave these spaces blank.

Phone Number and Extension

This number should correspond to this customer's mailing address given earlier. Enter the area code and phone number here. Leave "Extension" blank if this customer's phone system lacks this feature.

Fax Number

This number should correspond to this customer's mailing address given earlier. Enter the area code and fax number here.

E-mail Address

As with the mailing address, this should be a general address that is appropriate for e-mail to this customer's central or regional headquarters, if applicable.

If "No Change" was checked for this customer, you may skip the rest of the fields in this part of the form and continue to the next part of the NOI.

Type of Operator

Check **only one** box.

Check ...	if this customer ...
Individual	is a person and has not established a business to do whatever causes them to be regulated by us.
Sole Proprietorship—D.B.A.	is a business that is owned by only one person and has not been incorporated. This business may: <ul style="list-style-type: none"> • be under the person's name • have its own name ("doing business as" or d.b.a.) • have any number of employees
Partnership	is a business that is established as a partnership as defined by the Texas Secretary of State's Office
Corporation	meets all of these conditions <ul style="list-style-type: none"> • is a legally incorporated entity under the laws of any state or country • is recognized as a corporation by the Texas Secretary of State • has proper operating authority to operate in Texas
Federal, state, county, or city government (as appropriate)	is either an agency of one of these levels of government or the governmental body itself (if a utility district, water district, tribal government, college district, council of governments, or river authority, check "Other" and write in the specific type of government.)
Other	fits none of the above descriptions. Enter a short description of the type of customer in the blank provided.

Independent Operator?

Check "No" if this customer is a subsidiary or part of a larger company. Otherwise, check "Yes."

Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. **This is not necessarily the number of employees at the site named in this NOI.**

Federal Tax ID

All businesses, except for some small sole proprietors, should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Individuals and sole proprietors do not need to provide a federal tax ID.

State Franchise Tax ID

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

B. Billing Address

We will mail the annual fee invoice for this site to the address entered in this section.

Name

Enter the legal name of the person or business to which we should mail this site's fee invoice each year.

Mailing Address

Enter the specific mailing address to which we should mail this site's fee invoice each year. If this is a street address, please follow the US Postal Service standards as described under "A. Construction Site Operator Information" on page 1 of these instructions.

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal

ATTACHMENT 1

Service features here. If this address is *inside* the United States, leave these spaces blank.

C. Project / Site Information

Check boxes and Regulated Entity Reference Number

These boxes designate this site's status as a TCEQ "regulated entity"—in other words, a location where an activity that we regulate occurs. We assign each regulated entity a number that begins with "RN," followed by nine digits. *This is not a permit number, registration number, or license number.*

- If this site has not been assigned a Regulated Entity Reference Number or if this number is unknown, check "New" and leave the space for the Regulated Entity Reference Number blank.
- If this site has already been assigned this number, enter the Regulated Entity Reference Number and:
 - Check "No Change" if all the remaining information is the same as previously reported. However, even if there has been no change, you must complete this section at least through "E-mail Address" for this NOI to be valid.
 - If this site's information has changed since the last time it was reported to the TCEQ, check neither box and complete the remainder of this notice of intent.
- **Do not enter a permit number, registration number, or license number in place of the Regulated Entity Reference Number.**

Name

Enter the name by which you want this site to be known to the TCEQ.

Mailing Address

Enter the specific mailing address for this site. If this is a street address, please follow the US Postal Service standards as described under "A. Construction Site Operator Information" on page 1 of these instructions. If the project / site's mailing address is the same as what is provided in Section A, you may enter "Same as Section A".

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

Physical Address

Enter the physical address of the site itself. TCEQ staff should be able to use this address to find the site. Please follow the US Postal Service standards as described under "A. Construction Site Operator Information" on page 1 of these instructions. If the project / site does not have a physical address, enter "No Address".

City, County, and ZIP Code

Enter the name of the city, the county, and the ZIP Code. (Enter the full ZIP+4 if you know it.) This information must be provided even if you have entered "No Address" in the previous field.

Location Access Description

Enter a physical description of the location of the site based on highway intersections and/or permanent landmarks.

Latitude and Longitude

Enter the latitude and longitude of the site in *either* degrees, minutes, and seconds *or* decimal form.

For help obtaining the latitude and longitude, go to:

<http://www.tnrc.state.tx.us/gis/drgview.html>

Standard Industrial Classification (SIC) Code and Activity Description

Provide the SIC code that best describes the construction activity being conducted at the site.

For help with SIC codes, go to:

<http://www.osha.gov/oshstats/sicser.html>

In addition to the SIC code, you must also provide a description of the construction activity being conducted at the site. This may include such descriptions as: "Apartment Building Construction" or "Shopping Center Construction."

Storm Water Pollution Prevention Plan

This plan identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and filter storm water, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. **You must develop this plan before you complete this NOI.** This plan must be available for a TCEQ investigator to review on request. Specific requirements for the development of the plan

can be found in the *Texas Pollutant Discharge Elimination System Construction General Permit (TXR150000)*.

Estimated Area of Land Disturbed

Provide the approximate number of acres that the construction site will disturb. It is appropriate to enter a value less than 5, only if the project is part of a larger common plan that disturbs five or more acres. If the acreage is less than 1, enter 1. "Disturb" means any clearing, grading, excavating, or other similar activities.

Is the site located on Indian Country Lands?

Check "Yes" only if the site is on a reservation or other areas designated by the federal government as Indian Country Lands. If not, check "No."

Destination of Storm Water Discharge

The storm water from your site eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. The discharge may initially be into a municipal separate storm sewer system (MS4). Check the appropriate boxes for whether storm water is discharged into an MS4. If you checked "Yes" to "An MS4?", then enter the name of the entity that operates the storm sewer—often a city, town, or utility district, but possibly another form of government.

You must also provide the name of the water body that receives the discharge from the construction site (a local stream or lake). Storm water may be discharged directly to a receiving stream or via a storm sewer system. If known, please include the segment number if the discharge is to a classified water body.

For a map that includes segment numbers, go to:

<http://www.tnrc.state.tx.us/water/quality/data/index.html>

D. Contact

Give all the relevant information for the person whom TCEQ can contact if there are questions about any of the information on this form—perhaps the same person who completed the form.

E. Payment Information

Provide the number and account holder name from the check or money order used to pay the \$100 application fee.

F. Certification

The operator must sign and date this statement to validate this NOI. Be sure to enter the full legal name of the person signing the form and the relevant title—for example, "Operator," "Vice-President," or "Partner." Use the "Prefix" blank for such titles as Dr., Mr., or Ms., as desired. Use the "Suffix" blank for such designations as Ph.D., Jr., Sr., III, or J.D., if applicable.

For a corporation, the application shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this application, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the United States Environmental Protection Agency).

Questions?

If you have questions about any of the information on this form, contact our Storm Water Program at 512/239-4671 or look for "Storm Water" on our Web site:

www.tceq.state.tx.us

ATTACHMENT 2



CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.D.2.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at:

www.tnrec.state.tx.us/permitting/waterperm/wwperm/tpdestorm

Contact Name and Phone Number:	
Project Description: <small>(Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized)</small>	
Location of Storm Water Pollution Prevention Plan :	

For Construction Sites Authorized Under Part II.D.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.D.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and implemented according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 system. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title

Date

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ATTACHMENT 3

TPDES OPERATOR'S INFORMATION

Owner's Name and Address: City of Houston

Mr. _____
(City Official)

(Department)
P. O. Box 1562
Houston, Texas 77251-1562
(713) 247-1000

Contractors' Names and Addresses:

General Contractor:

Telephone:

Site Superintendent:

Telephone:

Erosion Control and
Maintenance Inspection:

Telephone:

Subcontractors' Names and Addresses:

Phone: _____

Phone: _____

Note: Insert name, address, and telephone number of person or firms

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ATTACHMENT 4

CONTRACTOR'S / SUBCONTRACTOR'S

CERTIFICATION FOR TPDES PERMITTING

I certify under penalty of law that I understand the terms and conditions of TPDES General Permit No. TXR150000 and the Storm Water Pollution Prevention Plan for the construction site identified as part of this certification.

Signature: _____
Name: (printed or typed) _____
Title: _____
Company: _____
Address: _____
Date: _____

Signature: _____
Name: (printed or typed) _____
Title: _____
Company: _____
Address: _____
Date: _____

Signature: _____
Name: (printed or typed) _____
Title: _____
Company: _____
Address: _____
Date: _____

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ATTACHMENT 5
EPA NPDES
Construction
Inspection Form



The following inspection is being performed in compliance with Part IV.D.4. of the NPDES Region 6 Storm Water Construction General Permit [63 Fed. Reg. 36502] and being retained in accordance with Part V of the Permit. Qualified personnel (provided by the permittee or cooperatively by multiple permittees) shall inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, placement and effectiveness of structural control measures, and locations where vehicles enter or exit the site. Inspections shall be performed at least once every 14 days and within 24 hours of the end of a storm event of 0.5 inches or greater. Where sites have been temporarily stabilized, runoff is unlikely due to winter conditions, or during seasonal arid periods in arid areas (0-10 inches of rainfall annually) and semi-arid areas (10-20 inches annually) such inspections shall be conducted at least once every month. This form is primarily intended for use with construction projects in Texas and New Mexico. Permittees on Indian Country lands in Oklahoma, Louisiana and Arkansas and some oil and gas facilities in Oklahoma may use this form if they are eligible for this permit. Other facilities need to check with their NPDES authority before using this form.

If you do not know your NPDES Permit Number, contact the NOI Processing Center at (301)495-4145. This form was prepared as an example and it is not a required form for use with the permit. Alternative forms may be used if they contain all of the required information as set forth in the permit. This form and additional information regarding the NPDES Region 6 storm water program may be found on the Internet at <http://www.epa.gov/region6/sw/>. Any person with a complaint about the operation of this facility in regards to this permit should contact EPA Region 6 at (214)665-7112.

Permit Number(s) covered by this inspection (e.g. owners, developers, general contractor, builders)	
Signature and Certification in accordance with Part VI.G of the permit:	<p>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p> <p>Signature _____ Date _____</p>
Date of Inspection	
Inspector Name	
Is there a copy of the permit language with the SWPPP?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the inspector qualified and are the qualifications documented in the SWPPP?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is an NPDES storm water construction sign posted at the entrance for all permittees?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>You may want to use EPA Region 6 construction checklist to assure components of the SWPPP are complete. This form, the construction sign, and the checklist are available on the Region 6 NPDES Storm Water Forms and Documents web page which may be found on the internet at http://www.epa.gov/earth/r6/gen/w/formsw.htm. In addition to the checklist, you should provide a narrative (see next page) on the existing Best Management Practices and Structural Controls found during each inspection. Any problems identified in an inspection should be corrected within 7 days. The inspection should cover all components of the SWPPP and all potential pollutants. While eroded soil is the primary pollutant of concern, do not forget to inspect for other pollutant sources such as fuel tanks, paints, solvents, stabilization materials, concrete hardner, batch plants, and construction debris. The inspector will need to update the SWPPP to reflect findings of the inspection. The site map should be updated after an inspection to show controls that have been added or removed, to ensure the site map is kept current in accordance with Part IV.C. of the permit.</p>	

Revision 4, March 1, 2000

ATTACHMENT 5**Narrative Findings of the inspection:**

Observations should include any findings of Best Management Practices or controls that are not in accordance with the SWPPP. If a control is not in place or failed, observe the reason why. A control removed temporarily for work is not necessarily a violation if properly recorded in the SWPPP. If it has been removed, record why it was removed and, if applicable, when it will be reinstalled. If the control has failed, observe the conditions so a conclusion may be made as to whether the control failed for improper maintenance or improper design. The qualified inspector will know when a failed control is inadequate and should be replaced by an improved control mechanism. Qualified inspectors are to have authority to make changes to the SWPPP to assure compliance. Controls that have not been installed should be given a reason why they are not installed and/or a scheduled date for installation if they are designed for a later phase of construction. After the inspection, the SWPPP and its site map should be updated to reflect current conditions of controls and Best Management Practices at the time of the inspection. This includes removing uninstalled controls from the site map or otherwise denoting on the site map if they are no longer installed if the controls have been removed because they are no longer necessary (e.g. stabilization has been achieved in that area).

Revision 4, March 1, 2000

01410-18
02-01-2011

ATTACHMENT 6



City of Houston

Storm Water Pollution Prevention Plan
Construction Site Inspection Report

TPDES/EPA Permit Number _____

COH Storm Water Quality Permit Number _____

DATE _____

No exceptions noted.

The following must be corrected prior to continuing work:

Public Notice improperly posted

Initial Construction Site Inspection Report information requires updating

Copy of NOI not on site

Storm water pollution prevention plan not on site

Erosion and sediment controls improperly installed

Erosion and sediment control devices improperly maintained

Fueling or washout areas not properly protected

Portocan or other sanitary facilities not properly protected

Self-inspection and maintenance records incomplete

Sediment from site outside area of construction

Other (see description below)

Please contact the Storm Water Quality Engineer at
611 Walker, RA-257, Houston TX 77002
713-837-7383 fax 713-837-0570

Once the above items have been corrected, call to arrange for reinspection. No further inspections for any construction related activity shall be made until the above items have been corrected.

Inspector's Signature

Contractor's Signature

Inspector's Name

Contractor's Name

not present

Distribution Stormwater Quality Engineer, Code Enforcement, Inspector, Operator
(Operator is Contractor)

Form _____ (10-01-01)

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ATTACHMENT 7



**Notice of Termination (NOT) for Storm
Water Discharges Associated with
Construction Activity under the TPDES
Construction General Permit (TXR150000)**

TCEQ Office Use Only

TPDES Permit Number: TXR15: ___|___|___|___| - NO

GIN Number: ___|___|___|___|

For help completing this application, read the TXR150000 NOI Instructions (TCEQ-20023-Instructions).

A. TPDES Permit Number: TXR15 _____

B. Construction Site Operator

Customer Reference Number: CN _____

Name: _____

Mailing Address: _____

City: _____ State: -- _____ Zip Code: _____

Country Mailing Information (if outside USA) Territory: _____ Country Code: _____ Postal Code: _____

Phone Number: _____ Extension: _____ Fax Number: _____

E-mail Address: _____

C. Project / Site Information

Regulated Entity Reference Number: RN _____

Name: _____

Physical Address: _____

Location Access Description: _____

City: _____ County: -- _____ Zip Code: _____

D. Contact - If the TCEQ needs additional information regarding this termination, who should be contacted?

Name: _____ Title: _____

Phone Number: _____ Extension: _____ Fax Number: _____

E-mail Address: _____

E. Certification

I certify under penalty of law that authorization under the TPDES Construction General Permit (TXR150000) is no longer necessary based on the provisions of the general permit. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under the general permit TXR150000, and that discharging pollutants in storm water associated with construction activity to waters of the U.S. is unlawful under the Clean Water Act where the discharge is not authorized by a TPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Clean Water Act.

Construction Site Operator Representative:

Prefix: _____ First: _____ Middle: _____

Last: _____ Suffix: _____

Title: _____

Signature: _____ Date: _____

If you have questions on how to fill out this form or about the storm water program, please contact us at (512) 239-4671. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at (512) 239-3282.

The completed NOT must be mailed to the following address:

**Texas Commission on Environmental Quality
Storm Water & General Permits Team; MC - 228
P.O. Box 13087
Austin, Texas 78711-3087**

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ATTACHMENT 7

Completing the Notice of Termination for Storm Water Discharges
Associated with Construction Activity
under the TPDES Construction General Permit (TXR150000)

Who May File a Notice of Termination (NOT) Form

Permittees disturbing 5 acres or more (or part of a larger common plan of development or sale disturbing 5 acres or more) who are presently covered under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit must submit a Notice of Termination (NOT) when final stabilization has been achieved on all portions of the site that is the responsibility of the permittee; or another permitted operator has assumed control over all areas of the site that have not been finally stabilized and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

Final Stabilization occurs when either of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (e.g., pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

A. TPDES Permit Number

Provide the TPDES permit number assigned to the operator of the construction site.

B. Construction Site Operator Information

Customer Reference Number

This number designates the operator's status as a TCEQ "customer"—in other words, an individual or business that is involved in an activity that we regulate. We assign each customer a number that begins with "CN," followed by nine digits. **This is not a permit number, registration number, or license number.** In the remainder of this section, we will use "this customer" to mean the operator for Part B of the form.

- If this customer has not been assigned a Customer Reference Number, leave the space for the Customer Reference Number blank.
- If this customer has already been assigned this number, enter the operator's Customer Reference Number.
- **Do not enter a permit number, registration number, or license number in place of the Customer Reference Number.**

Name

Enter the legal name of this customer as authorized to do business in Texas. Include any abbreviations (LLC, Inc., etc.).

Mailing Address

Enter a central and general mailing address for this customer to receive mail from the TCEQ. For example, if this customer is a large company, this address might be the corporate or regional headquarters. On the other hand, for a smaller business, this address could be the same as the site address.

If this is a street address, please follow US Postal Service standards. In brief, these standards require this information in this order:

- the "house" number—for example, the 1401 in 1401 Main St
- if there is a direction before the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- the street name (if a numbered street, do not spell out the number—for example, 6th St, not Sixth St)
- an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy, Cr, Ct, Ln
- if there is a direction after the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- if there is a room number, suite number, or company mail code

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

ATTACHMENT 7

Country Mailing Information

If this address is *outside* the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is *inside* the United States, leave these spaces blank.

Phone Number and Extension

This number should correspond to this customer's mailing address given earlier. Enter the area code and phone number here. Leave "Extension" blank if this customer's phone system lacks this feature.

Fax Number

This number should correspond to this customer's mailing address given earlier. Enter the area code and fax number here.

E-mail Address

As with the mailing address, this should be a general address that is appropriate for e-mail to this customer's central or regional headquarters, if applicable.

C. Project / Site Information

Regulated Entity Reference Number

This number designates this site's status as a TCEQ "regulated entity"—in other words, a location where an activity that we regulate occurs. We assign each regulated entity a number that begins with "RN," followed by nine digits. ***This is not a permit number, registration number, or license number.***

- If this site has not been assigned a Regulated Entity Reference Number, leave the space for the Regulated Entity Reference Number blank.
- If this site has already been assigned this number, enter the Regulated Entity Reference Number.
- ***Do not enter a permit number, registration number, or license number in place of the Regulated Entity Reference Number.***

Name

Enter the name by which you want this site to be known to the TCEQ.

Physical Address

Enter the physical address of the site itself. TCEQ staff should be able to use this address to find the site.

Location Description

Enter a physical description of the location of the site based on highway intersections and/or permanent landmarks.

City, County, and ZIP Code

Enter the name of the city, the county, and the ZIP Code. (Enter the full ZIP+4 if you know it.)

D. Contact

Give all the relevant information for the person whom TCEQ can contact if there are questions about any of the information on this form—perhaps the same person who completed the form.

E. Certification

The operator must sign and date this statement to validate this NOI. Be sure to enter the full legal name of the person signing the form and the relevant title—for example, "Operator," "Operator's attorney," or "Senior Site Manager." Use the "Prefix" blank for such titles as Dr., Mr., or Ms., as desired. Use the "Suffix" blank for such designations as Ph.D., Jr., Sr., III, or J.D., if applicable.

For a corporation, the application shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this application, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g. regional administrator of the United States Environmental Protection Agency).

Questions?

If you have questions about any of the information on this form, contact our Storm Water Program at 512/239-4671 or look for "Storm Water" on our Web site:

www.tceq.state.tx.us

Section 01422

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date as stated in the General Conditions.
- C. Request clarification from Director of Construction before proceeding should specified reference standards conflict with Contract documents.

1.03 SCHEDULE OF REFERENCES

AA	Aluminum Association 1525 Wilson Boulevard Suite 600 Arlington, VA 22209
AAN	American Association of Nurserymen 230 Southern Building 15th & H Streets, N.W. Washington, D.C. 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street NW Washington, DC 20001
ABMA	American Boiler Manufacturers Association 8221 Old Courthouse Road Vienna, Virginia 22182
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331
ADC	Air Diffusion Council 1901 N. Roselle Road, Suite 800 Schaumburg, Illinois 60195
AFBMA	Anti-Friction Bearing Manufacturers Association 2025 M. Street, NW, Suite 800 Washington D.C. 20036
AGA	American Gas Association 400 North Capitol Street, NW Washington, DC 20001

AGC	Associated General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511
AIA	American Institute of Architects 1735 New York Ave., NW Washington, DC 20006
AISC	American Institute of Steel Construction One East Wacker Dr., Suite 700 Chicago, IL 60601
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Suite 140 Englewood, CO 80112
ANSI	American National Standard Institute 1899 L Street, NW, 11th Floor Washington, DC, 20036
APA	The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466
API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005
AREA	American Railway Engineering and Maintenance-of- Way Association 4501 Forbes Blvd., Suite 130 Lanham, MD 20706
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers 1791 Tullie Circle N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428

AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165
AWPA	American Wood Protection Association P.O. Box 361784 Birmingham, AL 35236
AWS	American Welding Society 8669 NW 36 Street, Suite 130 Miami, Florida 33166
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Rd. Suite B215 Columbia, MD 21046
COH	City of Houston P.O. Box 1562 Houston, TX 77251
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173
CS	Commercial Standard U.S. Department of Commerce 1401 Constitution Ave., NW Washington, D.C. 20230
EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591
FGMA	Flat Glass Marketing Association 3310 SW Harrison St Topeka, Kansas 66611
FS	Federal Standardization Documents General Services Administration Specifications Unit (WFSIS) 7th and D Streets SW Washington, DC 20406
HUD	U.S. Department of Housing & Urban Development 451 7th Street S.W. Washington, DC 20410
ICC	International Code Council 500 New Jersey Avenue, NW 6th Floor, Washington, DC 20001
ICEA	Insulated Cable Engineer Association P.O. Box 2694 Alpharetta, GA 30023

IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane Piscataway, NJ 08855
IRI	Industrial Risk Insurers 2 Waterside Crossing Suite 200 Windsor, CT 06095
ISA	International Society of Arboriculture P.O. Box 3129 Champaign, IL 61826
MIL	Military Specifications General Services Administration Specifications Unit (WFSIS) 7th and D Streets SW Washington, DC 20406
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137
NACE	National Association of Corrosion Engineers 15835 Park Ten Place Houston, Texas 77084
NBS	National Bureau of Standards, U.S. Department of Commerce 1401 Constitution Ave., NW Washington, D.C. 20230
NEMA	National Electrical Manufacturers' Association 1300 North 17th Street, Suite 900 Arlington, VA 22209
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NSF	National Sanitary Foundation P.O. Box 130140 789 N. Dixboro Road Ann Arbor, MI 48105
OSHA	Occupational Safety Health Administration U.S. Department of Labor 200 Constitution Avenue, NW Washington, D.C. 20210
PCA	Portland Cement Association 500 New Jersey Ave NW, 7th floor Washington, DC 20001
PCI	Precast/Prestressed Concrete Institute 200 W. Adams St. Suite 2100 Chicago, IL 60606

PS	Product Standard, U.S. Department of Commerce 1401 Constitution Ave., NW Washington, D.C. 20230
SAE	Society of Automotive Engineers 400 Commonwealth Drive Warrendale, PA 15096
SDI	Steel Deck Institute P.O. Box 426 Glenshaw, PA 15116
SDI	Steel Door Institute 30200 Detroit Road Westlake, Ohio 44145
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association 201 Lafayette Center Drive Chantilly, Virginia 20151
SSPC	Society for Protective Coatings (Steel Structures Painting Council) 40 24th Street, Sixth Floor Pittsburgh, PA 15222
TAC	Texas Administrative Code Texas Water Resources Conservation Commission P. O. Box 13087 Library MC-196 Austin, TX 78711-3087
TAS	Texas Accessibility Standards Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711
TCEQ	Texas Commission on Environmental Quality P.O. Box 13087 Austin, TX 78711
TDLR	Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711
TMUTCD	Texas Manual on Uniform Traffic Control Devices Texas Department of Transportation 125 East 11 th Street Austin, TX 78701-2483
TNLA	Texas Nursery & Landscape Association (Texas Association of Nurserymen) 7730 S. IH 35 Austin, TX 78745

TXDOT	Texas Department of Transportation 125 East 11 th Street Austin, TX 78701-2483
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
UNI-BELL	UNI-BELL Pipe Association 2711 LBJ Freeway, Suite 1000 Dallas, TX 75234
Fed.Spec.	Federal Specification General Services Administration 7th and D Streets SW Washington, DC 20406

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01450

CONTRACTOR'S QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation and manufacturer's field services and reports.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality at no additional cost to the Owner.
- B. Comply fully with manufacturers' installation instructions, including each step in sequence.
- C. Request clarification from Director of Construction before proceeding should manufacturers' instructions conflict with Contract Documents.
- D. Comply with specified standards as minimum requirements for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce the specified level of workmanship.

1.03 REFERENCES

- A. Obtain copies of standards and maintain at job site when required by individual Specification sections.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual Specification sections, provide material or product suppliers' or manufacturers' technical representative to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, operator training, test, adjust, and balance of equipment as applicable, and to initiate operation, as required. Conform to minimum time requirements for start-up operations and operator training if defined in Specification sections.
- B. At the Director of Construction's request, submit qualifications of manufacturer's representative to Director of Construction fifteen (15) days in advance of required representative's services. The representative shall be subject to approval of Director of Construction.
- C. Manufacturer's representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION

Section 01452

INSPECTION SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspection services and references.

1.02 INSPECTION

- A. Director of Construction will appoint an Inspector as a representative of the Owner to perform inspections, tests, and other services specified in individual Specification sections.
- B. Alternately, Director of Construction may appoint, employ, and pay an independent firm to provide additional inspection.
- C. Reports will be submitted by the independent firm to Director of Construction indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Inspector; furnish samples of materials, design mix, equipment, tools, and storage.
- E. Notify Director of Construction 24 hours prior to expected time for operations requiring services. Notify inspector or independent firm when noted.
- F. Sign and acknowledge report for Inspector.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01454

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

- A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.
- C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- E. ISO-TEC Guide 25 - General Requirements for the Competence of Calibration and Testing Laboratories.

1.03 SELECTION AND PAYMENT

- A. The Owner shall select, employ and pay for services of an independent testing laboratory to perform inspection and testing identified in Part 3 of individual Specification sections.
- B. The Contractor shall employ and pay for services of an independent testing laboratory or laboratories to perform inspection and testing identified in Part 2 of individual Specification sections.
- C. Employment of a testing laboratory by the Owner shall not relieve the Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- D. The Contractor will have the minimum four-hour charge for testing laboratory time deducted from the estimate for payments if operations requiring testing or inspection are cancelled without prior notification a minimum of two hours ahead.
- E. The Contractor will have the cost of testing deducted from the estimate for payment whenever failed work must be removed and replaced and retested.

1.04 QUALIFICATIONS OF TESTING LABORATORY

- A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666 and ASTM D 3740.

- B. Meet the ISO/TEC Guide 25 conditions for accreditation by the American Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.
- C. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

- A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Director of Construction.
- B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.
- C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via email from the testing laboratory to the material supplies, Contractor and Director of Construction.

1.06 LIMITS OF TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of the Contractor.
- D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Provide safe access to the Work and to manufacturer's facilities for the Director of Construction and for Testing Laboratory personnel.
- B. Provide to the testing laboratory a copy of the Construction Schedule and a copy of each update to the Construction Schedule.
- C. Notify the Director of Construction and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the preparations requiring inspection and testing services.
- D. Notify the Architect/Engineer 24 hours in advance if the Specification requires the presence of the Architect/Engineer for sampling or testing.
- E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

- F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing specified in individual Specification section shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Director of Construction.
- B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Sa ` Section 01502

MOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 UNIT PRICES

- A. Measurement for mobilization is on a lump sum basis.
- B. Mobilization payments will be included in monthly payment estimates upon written application by Contractor subject to the following provisions:
 - 1. Authorization for payment of fifty percent (50%) of the contract price for mobilization will be made upon receipt and approval by Director of Construction of the following items, as applicable:
 - a. Schedule of Values.
 - b. Construction Schedule.
 - c. Pre-construction photographs.
 - d. Dewatering plan, if required.
 - 2. Authorization for payment of the remaining fifty percent (50%) of the Contract Price for mobilization will be made upon completion of Work amounting to five percent (5%) of the Contract Price less the mobilization unit price.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01555

TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for signs, signals, control devices, flares, lights and traffic signals, as well as construction parking control, designated haul routes and bridging of trenches and excavations.
- B. Requirement for and qualifications of flagmen.

1.02 SUBMITTALS

- A. A traffic control plan responsive to the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and sealed by a Registered Professional Engineer is incorporated into the Drawings. If the Contractor proposes to implement traffic control without modification to the plan provided, he shall submit a letter confirming that decision. If the Contractor proposes to implement traffic control different than the plan provided, he shall submit a traffic control plan in conformance with the TMUTCD and sealed by a Registered Professional Engineer.
- B. For both the traffic control plan and flagmen use, submit schedules of values within thirty (30) days following the Notice to Proceed. Refer to Section 01292 - Schedule of Values.
- C. The Contractor shall provide such information and records regarding the use of qualified flagmen to verify that the Contractor's use of "peace officers" as flagmen is in compliance with the Contract Documents and Texas law, including but not limited to, Article 4413 (29bb), commonly referred to as the Private Investigators and Private Security Agencies Act, and Article 2.12, Texas Code of Criminal Procedure.
- D. The Contractor shall provide such information and records regarding the use of qualified flagmen to verify that the Contractor's use of "certified flagmen" as flagmen is in compliance with the Contract Documents and applicable City ordinance.
- E. Make submittals in accordance with Section 01330 - Submittal Procedures.

1.03 FLAGMEN

- A. Use flagmen, qualified as described under paragraph 1.04.B, Uniformed Peace Officers, or paragraph 1.04.C, Certified Flagmen, to control, regulate, and direct the even flow or movement of vehicular or pedestrian traffic when construction operations encroach on public traffic lanes.
- B. Uniformed Peace Officer: A person who has full-time employment as a peace officer and who receives compensation as a flagman for private employment as an individual employee or independent contractor. Private employment may be either an employee-employer relationship or on an individual basis. A flagman may not be in the employ of another peace officer and may not be a reserve peace officer.

1. A peace officer is defined as:
 - a. Sheriffs and their deputies;
 - b. Constables and deputy constables;
 - c. Marshals or police officers of an incorporated city, town, or village; or
 - d. As otherwise provided by Article 2.12, Code of Criminal Procedure, as amended.
 2. A person who has full-time employment as a peace officer is one who is actively employed in a full-time capacity as a peace officer working, on average, a minimum of 32 paid hours per week, being paid at a rate of pay not less than the prevailing minimum hourly wage rate as set by the federal Wage and Hour Act and entitled to the full benefits of participation in any retirement plan, vacation, holidays, and insurance benefits. A reserve peace officer does not qualify, under this definition, as a peace officer.
- C. Certified Flagman: A person who receives compensation as a flagman and who meets the following qualifications and requirements:
1. Formally trained and certified in traffic control procedures through the City's Department of Public Works & Engineering's E. B. Cape Center.
 2. Required to wear a distinctive uniform, bright-colored vest, and be equipped with appropriate flagging and communication devices.
 3. English speaking, with Spanish as an advantageous, but not required, primary or secondary language.
 4. Paid as a Certified Flagman, equivalent to the hourly wage rate set for Rough Carpenter under Document 00811, Wage Scale for Engineering Construction.
 5. Required to carry proof of training/certification, such as photographic identification card issued by the training institute, to allow the Director of Construction to easily determine that necessary full-time traffic control is actually provided, when and where construction work encroaches upon traffic lanes.
- D. Houston Police Department Officer: When directed by the Director of Construction, the Contractor shall provide a uniformed Houston Police Department (HPD) officer to direct traffic in intersections. This officer shall be a person who is a full-time employee as a police officer of the HPD. This officer's primary responsibility shall be to cooperate with the HPD staff to optimize peak time vehicular traffic flow. Any assistance provided to the Contractor's operation shall be the officer's secondary responsibility and the officer shall not replace any officer or flagmen associated with the Contractor's normal operation. This officer will typically be requested to work between the hours of 7:00AM and 9:00 AM and 4:00 PM and 6:00 PM, Monday through Friday. Measurement shall be by totaling the hours documented on the Daily Construction Report as hours the officer was providing the requested services. Payment shall be at the unit price bid.

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Comply with Texas State Manual on Uniform Traffic Control Devices.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 - EXECUTION

3.01 PUBLIC ROADS

- A. Abide by laws and regulations of governing authorities when using public roads. If the Contractor's work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities and permits paid for before starting any work. Coordinate activities with the Director of Construction.
- B. Contractor shall maintain at all times a 10-foot-wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
- C. Contractor shall not obstruct the normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by the Director of Construction.
 - 1. Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas at all times.
 - 2. Cleanliness of Surrounding Streets:
 - a. Keep streets used for entering or leaving the job area free of excavated material, debris, and any foreign material resulting from construction operations. Comply with City of Houston Ordinance No. 5705, Construction or Demolishing Privileges.
 - 3. The Contractor shall have personnel on site whenever work is underway that will make adjustments, relocations or repairs to the traffic control devices when the unacceptable condition is discovered.

3.02 PUBLIC SIDEWALKS AND CROSSWALKS

- A. The Contractor shall maintain good reasonable all-weather access to all entry points to public or private property along the work area and in crosswalks. The access routes shall be clearly delineated to the public and to the construction staff. The surface shall be a hard non-penetrating material that has the same slip resistant characteristics when wet or dry.
- B. At no time shall the crosswalks on both sides of an intersection (the two east to west crosswalks or the two north to south crosswalks) be closed to pedestrian traffic by having ramps, portions of walkway removed or other features that do not allow a minimum of four feet of level clean walkway.
- C. When crosswalks are closed, the Contractor shall erect a sign that shall be attached to the pedestrian barricade. The sign shall be 4-feet by 4-feet square, painted on both sides with a second color text and graphics to be provided by the Owner. The sign shall be placed to allow unobstructed view from the other end of the block in the line of

travel of the crosswalk.

- D. The Contractor shall maintain separation of the public sidewalk, walkway or crosswalk from the construction zone or vehicle traffic lanes.
 - 1. In an area where the sidewalk is being removed, the Contractor shall temporarily restore the walkway by the installation of all-weather asphalt or decomposed granite walkways and pedestrian barricades.
 - a. The temporary walkway shall be installed immediately after removal of the existing walk. The installation of the new permanent walkway shall be coordinated with any affected property owner to minimize impact to access during the time the existing walkway is being removed or the new walkway is being installed.
 - b. The temporary walkways must be no less than four-feet wide and provide a flat walking surface.
 - 2. The Contractor shall have personnel on site whenever work is underway that will make adjustments, relocations or repairs to the walkways or barriers when the unacceptable condition is discovered.

3.03 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and City's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.04 FLARES AND LIGHTS

- A. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.05 HAUL ROUTES

- A. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
- D. If the devices require additional weight to maintain the installed location the use of sand bags or other similar devices that are frequently damaged and contribute to the debris in the sidewalks or streets is prohibited. Additional weight shall be added by the use of solid objects that are painted to be readily visible.

3.06 TRAFFIC SIGNS AND SIGNALS

- A. Install traffic control devices at approaches to the site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
- C. Relocate traffic signs and signals as Work progresses to maintain effective traffic control.

3.07 BRIDGING TRENCHES AND EXCAVATIONS

- A. Whenever necessary, bridge trenches and excavation to permit an unobstructed flow of traffic.
- B. Secure bridging against displacement by using adjustable cleats, angles, bolts or other devices whenever bridge is installed:
 - 1. On an existing bus route.
 - 2. When more than five percent (5%) of daily traffic is comprised of commercial or truck traffic.
 - 3. When more than two separate plates are used for the bridge.
 - 4. When bridge is to be used for more than five (5) consecutive days.
- C. Install bridging to operate with minimum noise.
- D. Adequately shore the trench or excavation to support bridge and traffic.
- E. Extend steel plates used for bridging a minimum of one foot beyond edges of trench or excavation. Use temporary paving materials (premix) to feather edges of plates to minimize wheel impact on secured bridging.
- F. Use steel plates of sufficient thickness to support H-20 loading, truck or lane, that produces maximum stress.

3.08 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

END OF SECTION

Section 01570

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirements.
- B. Installation and maintenance of storm water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.
- C. Filter Fabric Fences:
 - 1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.
 - 2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.
- D. Straw Bale Fence.

1.02 MEASUREMENT AND PAYMENT

A. UNIT PRICES

- 1. Payment for storm water pollution prevention plan items, including inlet protection barriers, street cleanup and maintenance is on a lump sum basis for the project.
- 2. Payment for storm water pollution prevention structures is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.
- 3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

- B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

- 1. A 36 - Standard Specification for Carbon Structural Steel.
- 2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.
 4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).
 5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.
 8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.
- B. Storm Water Management Handbook for Construction Activities prepared by City of Houston, Harris County and Harris County Flood Control District.

1.04 SYSTEM DESCRIPTIONS

- A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.
- B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.
- C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.
- D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.
- E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit manufacturer's literature for product specifications and installation instructions.
- C. Submit manufacturer's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.
- D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.
- E. Submit Shop Drawings for Drop Inlet Baskets.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGGREGATE MATERIALS

- A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.
- B. Provide gravel lining in accordance with Section 02320 - Utility Backfill Materials or as shown on the Drawings.
- C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.
- D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 PIPE

- A. Polyethylene culvert pipe or PVC sewer pipe in accordance with Section 02505 - High Density Polyethylene (HDPE) Solid and Profile Wall Pipe and Section 02506 - Polyvinyl Chloride Pipe or as shown on the Drawings.
- B. Inlet Pipes: Galvanized steel pipe in accordance with Section 02642 - Corrugated Metal Pipe or as shown on the Drawings.
- C. Standpipe for Sediment Pump Pits: Galvanized round culvert pipe or round PVC pipe, minimum of 12-inch and a maximum of 24-inch diameter, perforate at 6 to 12 inch centers around circumference.

2.04 GEOTEXTILE FILTER FABRIC

- A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.
- B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.
- C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees F.
- D. Mirafi, Inc., Synthetic Industries, or equivalent.

2.05 FENCING

- A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.
- B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

- A. Provide woven material made of polypropylene, polyethylene, or polyamide material.
 - 1. Minimum unit weight of four ounces per square yard.
 - 2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).
 - 3. Mullen burst strength exceeding 300 psi (ASTM D3786).
 - 4. Ultraviolet stability exceeding 70 percent.
 - 5. Size: Length: 18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

- A. Provide steel frame members in accordance with ASTM A36.
- B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

- A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.
- B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 - EXECUTION

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

- A. Provide erosion and sediment control structures at locations shown on the Drawings.
- B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Director of Construction to allow installation of erosion and sediment control systems, soil testing and surveying.
- C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Director of Construction to remove and discard existing system.
- D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control

structures promptly when directed by Director of Construction. Dispose of materials in accordance with Section 01576 - Waste Material Disposal.

- E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location in accordance with Section 01576 - Waste Material Disposal.
- F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02315 - Roadway Excavation or Section 02317 - Excavation and Backfill for Utilities.
- G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.
- H. Protect existing trees and plants in accordance with Section 015639 - Tree Protection.

3.02 SEDIMENT TRAPS

- A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.
- B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.
- C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.
- D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.
- E. Stone outlet sediment traps:
 - 1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.
 - 2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.
- F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.
- G. Remove sediment deposits when design basin volume is reduced by one-third or sediment level is 1 foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

- A. Fence Type 1:
 - 1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install

wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow.
3. V-trench configuration as shown on Drawings may also be used.
4. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.
5. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.
6. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.
2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.
3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.
4. Install trench same as for Type 1.
5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.
6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.
7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of

fence.

2. Secure triangular fabric filter fence in place using one of the following methods:
 - a. Toe-in skirt 6 inches with mechanically compacted material;
 - b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or
 - c. Trench-in entire structure 4 inches.
3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.
4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.
2. Securely fasten filter fabric material to wire fence with tie wires.
3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.
4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

- A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.
- B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.
- C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.
- D. Clear in accordance with Section 02233 - Clearing and Grubbing Compact embankments in accordance with Section 02315 - Roadway Excavation.
- E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width

shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

- A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 02317 - Excavation and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

- A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.
- B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.
- C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.
- D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.
- E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

- A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.
- B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform surface.
- C. Construct permanent paved flumes in accordance with Drawings.
- D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

- A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.
- B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

- A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

- A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

- B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.
- C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.
- D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

- A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.
- B. Embed bale in soil a minimum of 4 inches.
- C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.
- D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.
- E. Replace with new straw bale fence every two months or as required by Director or Project Manager.

3.12 BRUSH BERM CONSTRUCTION METHODS

- A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.
- B. Use woody brush and branches having diameter less than 2-inches with 6-inches overlap. Avoid incorporation of annual weeds and soil into brush berm.
- C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.
- D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

- A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas, following Section 01 57 19 - Stabilized Construction Exit.
- B. In lieu of or in addition to stabilized construction exits, shovel or sweep pavements as required to keep areas clean. Do not water hose or sweep debris and mud off street into adjacent areas, except, hose sidewalks during off-peak hours, after sweeping.

3.14 WASTE COLLECTION AREAS

- A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

- A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.
- B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/EQUIPMENT WASHING AREAS

- A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Build wash areas following Section 01 57 19 - Stabilized Construction Exit. Install gravel or rock base beneath wash areas.
- B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.
- C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

- A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
- B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage. Provide, operate, and maintain equipment and facilities of adequate size to control surface water. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements. Retain existing drainage patterns external to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.
- C. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.
2. Provide temporary controls such as berms, dikes, and drains.
- D. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.
- E. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective measures as required to control erosion.
- F. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.
- G. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8-inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.
- H. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.
- I. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

- A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Project Manager.
- B. Dispose of sediments and waste products following Section 01504 - Temporary Facilities and Controls.

END OF SECTION

Section 01610

BASIC PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for transportation, delivery, handling, and storage of materials and equipment.

1.02 PRODUCTS

- A. Products: Means material, equipment, or systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components designated for reuse.
- B. Do not reuse materials and equipment, designated to be removed, except as specified by the Contract Documents.
- C. Provide equipment and components from the fewest number of manufacturers as is practical, in order to simplify spare parts inventory and to allow for maximum interchangeability of components. For multiple components of the same size, type or application, use the same make and model of component throughout the project.

1.03 TRANSPORTATION

- A. Make arrangements for transportation, delivery, and handling of equipment and materials required for timely completion of the Work.
- B. Transport and handle products in accordance with instructions.
- C. Consign and address shipping documents to the proper party giving name of Project, street address, and City. Shipments shall be delivered to the Contractor.

1.04 DELIVERY

- A. Arrange deliveries of products to accommodate the short term site completion schedules and in ample time to facilitate inspection prior to installation. Avoid deliveries that cause lengthy storage or overburden of limited storage space.
- B. Coordinate deliveries to avoid conflict with Work and conditions at the site and to accommodate the following:
 - 1. Work of other contractors or the City.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. City's use of premises.
- C. Have products delivered to the site in manufacturer's original, unopened, labeled containers.
- D. Immediately upon delivery, inspect shipment to assure:

1. Product complies with requirements of Contract Documents.
2. Quantities are correct.
3. Containers and packages are intact; labels are legible.
4. Products are properly protected and undamaged.

1.05 PRODUCT HANDLING

- A. Coordinate the off-loading of materials and equipment delivered to the job site. If necessary to move stored materials and equipment during construction, Contractor shall relocate materials and equipment at no additional cost to the Owner.
- B. Provide equipment and personnel necessary to handle products, including those provided by the Owner, by methods to prevent damage to products or packaging.
- C. Provide additional protection during handling as necessary to prevent breaking, scraping, marring, or otherwise damaging products or surrounding areas.
- D. Handle products by methods to prevent over bending or overstressing.
- E. Lift heavy components only at designated lifting points.
- F. Handle materials and equipment in accordance with Manufacturer's recommendations.
- G. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

1.06 STORAGE OF MATERIAL

- A. Store and protect materials in accordance with manufacturer's recommendations and requirements of these Specifications.
- B. Make necessary provisions for safe storage of materials and equipment. Place loose soil materials, and materials to be incorporated into the Work to prevent damage to any part of the Work or existing facilities and to maintain free access at all times to all parts of the Work and to utility service company installations in the vicinity of the Work. Keep materials and equipment neatly and compactly stored in locations that will cause minimum inconvenience to other contractors, public travel, adjoining owners, tenants, and occupants. Arrange storage in a manner to provide easy access for inspection.
- C. Restrict storage to areas available on the construction site for storage of material and equipment as shown on Drawings or approved by the Director of Construction.
- D. Provide off-site storage and protection when on-site storage is not adequate.
- E. Do not use lawns, grass plots, or other private property for storage purposes without written permission of the owner or other person in possession or control of such premises.
- F. Protect stored materials and equipment against loss or damage.

- G. Store in manufacturers' unopened containers.
- H. Materials delivered and stored along the line of the Work shall be neatly, safely, and compactly stacked along the work site in such manner as to cause the least inconvenience and damage to property owners and the general public, and shall be not closer than five (5) feet to any fire hydrant. Public and private drives and street crossings shall be kept open.
- I. Damage to lawns, sidewalks, streets or other improvements shall be repaired or replaced to the satisfaction of the Director of Construction. The total length which materials may be distributed along the route of construction at any one time is 1000 lineal feet, unless otherwise approved in writing by the Director of Construction.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01630

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Options for making product or process selections.
- B. Procedures for proposing equivalent construction products or processes, including preapproved, prequalified, and approved products or processes.

1.02 DEFINITIONS

- A. Product: Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for reuse.
- B. Process: Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

- A. Preapproved Products: Construction products of certain manufacturers or suppliers designated in the Specifications as "preapproved." A list of preapproved products is maintained by the City. Preapproved products for this Project are designated as preapproved in the Specifications. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- B. Prequalified Products: Construction products of certain manufacturers or suppliers designated in the Specifications as "prequalified." Prequalified products for this Project are designated as prequalified in the Specifications. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- C. Approved Products: Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained through provisions for product options and substitutions in Document 00700 - General Conditions, and by following the submittal procedures specified in 01330 - Submittal Procedures. The procedure for approval of alternate products is not applicable to preapproved or prequalified products.
- D. Product Compatibility: To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the City or Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor's responsibility related to product options and substitutions is defined in Document 00700 - General Conditions.
- B. Furnish information the Director of Construction deems necessary to judge equivalency of the alternate product.
- C. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Director of Construction can base a decision.
- D. If the Director of Construction determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish one of the specified products.

1.05 PROJECT MANAGER'S REVIEW

- A. Alternate products or processes may be used only if approved in writing by the Director of Construction. The Director of Construction's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by the Director of Construction to be equivalent to the specified product or to offer substantial benefit to the City or Owner.
- C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the City or Owner.

1.06 SUBSTITUTION PROCEDURE

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement and within the time period allowed for substitution submittals given in Document 00700 - General Conditions. After the submittal period has expired, requests for alternate products will be considered only when a specified product becomes unavailable because of conditions beyond the Contractor's control.
- D. Submit 5 copies of each request for alternate product approval. Include the following information:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature with product description, performance and test data, and reference standards.
 - c. Samples, as applicable.

- d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Relation to separate contracts, if any.
 7. Accurate cost data on proposed substitution in comparison with product or method specified.
 8. Other information requested by the Director of Construction.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01725

FIELD SURVEYING

PART 1 - GENERAL

1.01 QUALITY CONTROL

- A. Conform to State of Texas laws for surveys requiring licensed surveyors. Employ a land surveyor acceptable to Director of Construction, as required.

1.02 SUBMITTALS

- A. Submit to Director of Construction the name, address, and telephone number of Surveyor before starting survey work.
- B. Submit documentation verifying accuracy of survey work on request.
- C. Submit certificate signed by surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.
- D. Submit information under provisions of Section 01330 - Submittal Procedures.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Prepare a certified survey setting forth dimensions, locations, angles, and elevations of construction and site Work upon completion of foundation walls and major site improvements.
- C. Submit Record Documents under provisions of Section 01785 - Project Record Documents.

1.04 EXAMINATION

- A. Verify locations of survey control points prior to starting Work.
- B. Notify Director of Construction immediately of any discrepancies discovered.

1.05 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by City-provided survey as required in the General Conditions and indicated on Drawings.
- B. Locate and protect survey control points prior to starting site work; preserve permanent reference points during construction.
- C. Notify Director of Construction 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.
- D. Report promptly to Director of Construction the loss or destruction of any reference point.
- E. Contractor shall reimburse Owner for cost of reestablishment of

permanent reference points disturbed by Contractor's operations.

1.06 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish elevations, lines and levels to provide quantities required for measurement and payment and to provide appropriate controls for the Work. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading; fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- D. Verify periodically layouts by same means.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Document 01731

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Cutting, patching and fitting of the Work or work under construction.
- B. Coordinating installation or connection of the Work to existing facilities, or uncovering work for access, inspection or testing and related submittals.

1.02 MEASUREMENT AND PAYMENT

A. UNIT PRICES

- 1. No separate payment will be made for cutting and patching. Include cost in unit price for related items.

1.03 CUTTING AND PATCHING

- A. Perform activities to avoid interference with facility operations and work of others in accordance with Document 00700 - General Conditions of Contract.
- B. Execute cutting and patching, including excavation, backfill and fitting to:
 - 1. Remove and replace defective work or work not conforming to Drawings and Specifications.
 - 2. Take samples of installed work as required for testing.
 - 3. Remove construction required to provide for specified alterations or additions to existing work.
 - 4. Uncover work to allow inspection or re-inspection by Director of Construction or regulatory agencies having jurisdiction.
 - 5. Connect uninstalled work to completed work in proper sequence.
 - 6. Remove or relocate existing utilities and pipes that obstruct work.
 - 7. Make connections or alterations to existing or new facilities.
 - 8. Provide openings, channels, chases and flues and cut, patch, and finish, as required.
 - 9. Provide protection for other portions of the Work.
- C. Restore existing work to a condition equal to or better than that which existed prior to cutting and patching, and to standards required by Specifications.
- D. Support, anchor, attach, match, trim and seal materials to work of others. Unless otherwise specified, furnish and install sleeves,

inserts, and hangers required for execution of the Work.

- E. Provide shoring, bracing and support necessary to maintain structural integrity and to protect adjacent work from damage during cutting and patching. Request written approval from Director of Construction, before cutting structural members such as beams, anchors, lintels, or other supports. Follow approved submittals, as applicable.
- F. Match new materials to existing materials by bonding, lapping, mechanically tying, anchoring or other effective means in order to prevent cracks and to minimize evidence of patching. Conceal effects of demolition and patching by blending new construction to existing surfaces. Avoid obvious breaks, joints or changes of surface appearance unless shown on Drawings or authorized by Director of Construction.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit a written request to Director of Construction for consent to proceed, before conducting cutting operations that might affect structural integrity, design function, City operations, or work of another contractor.
- C. Include the following in submittal:
 - 1. Identification of Project.
 - 2. Description of affected work.
 - 3. Necessity for cutting.
 - 4. Effect on other work and on structural integrity.
 - 5. Describe the proposed work including:
 - a. Scope of cutting and patching.
 - b. Contractor, Subcontractor or Supplier who will execute the work.
 - c. Proposed products.
 - d. Extent of refinishing.
 - e. Schedule of operations.
 - 6. Alternatives to cutting and patching.
- D. When work conditions or schedules dictate the need for change of materials or methods, submit a written recommendation to Director of Construction that includes:
 - 1. Conditions necessitating the change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals required for proposed substitutions.
- E. Notify Director of Construction in writing when work will be uncovered

for observation. Do not begin cutting or patching operations until authorized by Director of Construction.

1.05 CONNECTIONS TO EXISTING FACILITIES

- A. Perform construction operations necessary to complete connections and tie-ins to existing facilities. Keep existing facilities in continuous operation unless otherwise permitted in the Specifications or approved in writing by Director of Construction.
- B. Coordinate interruption of service requiring connection to existing facilities with Director of Construction. Do not bypass wastewater or sludge to waterways. Provide temporary pumping facilities to handle wastewater if necessary. Use temporary bulkheads to minimize disruption. Provide temporary power and piping to facilitate construction where necessary.
- C. Submit a detailed schedule of proposed connections, including shut-downs and tie-ins. Include proposed time and date as well as anticipated duration of work. Coordinate the connection schedule with the Construction Schedule.
 - 1. Submit specific times and dates to Director of Construction at least 48 hours in advance of proposed work.
- D. Procedures and Operations:
 - 1. Operate existing pumps, valves and gates in required sequence under supervision of Director of Construction. Do not operate valves, gates or other items of equipment without Director of Construction's knowledge.
 - 2. Whenever possible, test equipment under operating conditions before making final tie-ins to connect equipment to existing facility.
 - 3. Coordinate work and schedules. Notify Director of Construction at least 48 hours before shutdowns or bypasses are required.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01740

SITE RESTORATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Restoration of site affected by the Work in public or private property, including pavement, esplanades, sidewalks, driveways, fences, lawns and landscaping.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for restoration of Project site disturbed by utility construction operations is on a linear foot basis. Measurement will be as provided for corresponding utility in each Specification section. No separate payment made for branch pipe, valves and, other associated work for utilities. Measurement for restoration with multiple utilities within the same right-of-way will be on a linear foot basis for only one utility.
2. No separate payment made for facility or roadway projects. Include cost in the surface improvements associated with the facility or roadway construction.
3. Payment includes required site restoration within the right-of-way or easement regardless of size or type of pipe, method of construction, paved or unpaved areas or thickness and width of pavement.
4. No separate payment made for site restoration for service connections under this Section. Include cost in appropriate utility section.
5. Refer to Section 01270 - Measurement and Payment for Unit Price procedures.

- B. Stipulated Price (Lump Sum) Contracts. If Contract is Stipulated Price Contract, include payment for work under this section in total Stipulated Price.

1.03 DEFINITIONS

- A. Phase: Locations identified on the plans and listed in Section 01010 - Summary of Work under Work Sequence.
- B. Site Restoration: Replacement or reconstruction of Site Improvements located in rights-of-way, easements, public property, and private property affected or altered by the Work.
- C. Site Improvement: Includes pavement, curbs and gutters, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, landscaping, and other improvements in existence at the Project site before commencement of construction operations.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Schedule of testing, service connections, abandonment, backfill, and site restoration.
- C. Sample of notices to adjacent property owners outlining their responsibility for maintenance of site improvements adjacent to the Project that are not disturbed by construction operations.

1.05 SCHEDULING

- A. Schedule testing, service connections, abandonment, backfill and site restoration immediately following completion of pipe laying work or paving within each block or line segment.
- B. Phased Construction:
 - 1. Commencement of subsequent Phase will follow scheduling of site restoration of prior Phase. Limit work to a maximum of two Phases of the project.
- C. Construction of Projects with no Phases listed in Section 01010 - Summary of Work:
 - 1. Complete site restoration prior to disturbing over fifty percent (50%) of total project linear feet or 2,000 linear feet, whichever is greater, of right-of-way or easement.
 - 2. Limit work to a maximum of fifty percent (50%) of total project linear feet or 2,000 linear feet, whichever is greater, of right-of-way and easement. Commence work in additional right-of-way or easement after completion of site restoration.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pavement, Sidewalks and Driveways: Materials specified in Section 02951 - Pavement Repair and Resurfacing.
- B. Trees, Shrubs and Plantings: Conform to requirements of Section 015639 - Tree Protection.

PART 3 - EXECUTION

3.01 PREPARATORY WORK

- A. Provide cleanup and restoration crews to work closely behind pipe laying and roadway construction crews, and where necessary, during testing, service restoration, abandonment, backfill and surface restoration.
- B. Water Lines: Unless otherwise approved by Director of Construction, comply with the following:
 - 1. Once Director of Construction approves work within a Phase, immediately begin preparatory work for disinfection effort.

2. No later than three (3) days after completing disinfection preparatory work, submit to City appropriate request for disinfection.
3. If City fails to perform initial disinfection of lines in accordance with Section 02514 - Disinfection of Water Lines, within seven (7) days from submission of appropriate request, and as approved by Director or Project Manager, pipe laying operations may continue beyond approved limits until the City responds.
4. Immediately after transfer of services, begin abandonment of old water lines and site restoration.

C. Wastewater Lines

1. Once Director of Construction approves work within a Line Segment, immediately begin preparatory work for testing effort.
2. No later than three (3) days after completing preparatory work for testing, initiate testing work.
3. Immediately after transfer of service connections, begin abandonment of old wastewater lines, and site restoration.

D. Street Construction and Paving Projects

1. Once Director of Construction approves work within a Line Segment or block, immediately begin preparatory work for testing effort.
2. No later than three (3) days after completing preparatory work for testing, initiate testing work.
3. Immediately after testing, begin site restoration.

E. Street Construction and Paving Projects

1. Once Director of Construction approves work within a block or project segment, immediately begin preparatory work for sidewalk construction, sodding and hydromulching and tree planting.
2. No later than seven (7) days after completing preparatory work, initiate construction.

3.02 CLEANING

- A. Remove debris and trash to maintain a clean and orderly site in accordance with requirements of General Conditions and Section 01576 - Waste Material Disposal.

3.03 LANDSCAPING AND FENCES

A. Trees, Shrubbery and Plants

1. Remove and replant trees, shrubs, and plants in accordance with requirements of Section 015639 - Tree Protection and Trimming and Section 328400 Planting Irrigation.

B. Fence Replacement

1. Replace removed or damaged fencing to equal or better condition than existed prior to construction, including concrete footings and mow strips. Provide new wood posts, top and bottom railing and panels. Metal fencing material, not damaged by the Work, may be reused.
2. Remove and dispose of damaged or substandard material.

3.04 MAINTENANCE

- A. Maintain shrubs, plantings, sodded areas and seeded areas.
- B. Replace shrubs, plantings and seeded or sodded areas that fail to become established.
- C. Refer to Section 02950 - Landscape Maintenance for maintenance requirements.

END OF SECTION

Section 01770

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures to establish Date of Substantial Completion.
- B. Closeout procedures for final submittals, O&M data, warranties, spare parts and maintenance materials.
- C. Texas Department of Licensing and Regulation (TDLR) inspection for Texas Accessibility Standards (TAS) compliance.

1.02 SUBSTANTIAL COMPLETION

- A. Comply with Document 00700 - General Conditions regarding Date of Substantial Completion when Contractor considers the Work, or portion thereof designated by Director of Construction, to be substantially complete.
- B. Insure the following items have been completed when included in the Work, prior to presenting a list of items to be inspected by Director of Construction or Owner's representatives for issuance of a Certificate of Substantial Completion:
 - 1. Cutting, plugging, and abandoning of water, wastewater, and storm sewer lines, as required by Contract documents for each item.
 - 2. Construction of, and repairs to, pavement, driveways, sidewalks, and curbs and gutters.
 - 3. Sodding and hydromulch seeding, unless waived by Director of Construction in writing.
 - 4. General clean up including pavement markings, transfer of services, successful testing and landscape.
 - 5. Additional requirements contained in Section 01010 - Summary of Work.
- C. Assist Director of Construction with inspection of Contractor's list of items and complete or correct the items, including items added by Director of Construction, within specified time period.
- D. Should Director of Construction 's inspection show failure of Contractor to comply with requirements to obtain Date of Substantial Completion, including those items in Paragraph 1.02 B. of this section, Contractor shall complete or correct the items, before requesting another inspection by Director of Construction.

1.03 CLOSEOUT PROCEDURES

- A. Comply with Document 00700 - General Conditions regarding final completion and final payment when the Work is complete and ready for Director of Construction 's final inspection.

- B. Provide Project Record Documents in accordance with Section 01785 - Project Record Documents.
- C. Complete or correct items on punch list, with no new items added. Address new items during warranty period.
- D. The City will occupy portions of the Work as specified in other sections.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. For facilities, clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition.
- D. Clean or replace filters of operating equipment.
- E. Clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Clean site; sweep paved areas, and rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and temporary construction facilities from site following final test of utilities and completion of the Work.

1.05 ADJUSTING

- A. Adjust operating equipment to ensure smooth and unhindered operation. Value of this testing and adjusting is five percent (5%) of Lump Sum Price in the Schedule of Values for item being tested.

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit O&M data as noted in Section 01330 - Submittal Procedures.
- B. Five percent (5%) of lump sum amount of each piece of equipment as indicated in Schedule of Unit Price Work or Schedule of Values will be paid after the required O&M data submittals are received and approved by Director of Construction.

1.07 WARRANTIES

- A. Provide one original of each warranty from Subcontractors, Suppliers, and manufacturers.
- B. Provide Table of Contents and assemble warranties in a 3-ring/D binder with durable plastic cover.
- C. Submit warranties prior to final progress payment.
- D. Warranties shall commence in accordance with the requirements in Document 00700 - General Conditions.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual Specification sections.
- B. Deliver to a location within the City limits as directed by Director of Construction. Applicable items must be delivered prior to issuance of a final Certificate for Payment.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01782

OPERATIONS AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal requirements for equipment and facility Operations and Maintenance (O&M) Manuals.
- B. approval of the O&M Manuals by Director or Project Manager.

1.02 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures. Submit a list of O&M Manuals and parts manuals for equipment to be incorporated into the Work.
- B. Submit documents with 8-1/2 x 11-inch text pages, bound in 3-ring/D binders with durable plastic covers.
- C. Print "OPERATION AND MAINTENANCE INSTRUCTIONS", Project name and number, and subject matter of binder on covers when multiple binders are required.
- D. Subdivide contents with permanent page dividers, logically organized according to the Table of Contents, with tab titling clearly printed under reinforced laminated plastic tabs.
- E. O&M Manual contents: Prepare a Table of Contents for each volume, with each Product or system description identified.
 - 1. Part 1 - Directory: Listing of names, addresses, and telephone numbers of Design Consultant, Contractor, Subcontractors, and major equipment Suppliers.
 - 2. Part 2 - O&M instructions arranged by system. For each category, identify names, addresses, and telephone numbers of Subcontractors and Suppliers and include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
 - 3. Part 3 - Project documents and certificates including:
 - a. Shop Drawings and relevant data.

- b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties.
- F. Submit two (2) copies of O&M Manuals and parts manuals, for review, within one (1) month prior to placing the equipment or facility in service.
- G. Submit one (1) copy of completed volumes in final form ten (10) days prior to final inspection. One copy with Director of Construction's comments will be returned after final inspection. Revise content of documents based on Director of Construction 's comments prior to final submittal.
- H. Revise and resubmit three final volumes within ten (10) days after final inspection.

1.03 EQUIPMENT O&M DATA

- A. Furnish O&M Manuals, prepared by manufacturers for all equipment. Manuals must contain, as a minimum, the following:
- 1. Equipment functions, normal operating characteristics, and limiting conditions.
 - 2. Assembly, installation, alignment, adjustment, and checking instructions.
 - 3. Operating instructions for start-up, normal operation, regulation and control, normal shutdown, and emergency shutdown.
 - 4. Detailed drawings showing the location of each maintainable part and lubrication point with detailed instructions on disassembly and reassembly of the equipment.
 - 5. Troubleshooting guide.
 - 6. Spare parts list, predicted life of parts subject to wear, lists of spare parts recommended to be on hand for both initial start-up and for normal operating inventory, and local or nearest source of spare parts availability.
 - 7. Outline, cross-section, and assembly drawings with engineering data and wiring diagrams.
 - 8. Test data and performance curves.
- B. Furnish parts manuals for all equipment, prepared by the equipment manufacturer, which contain, as a minimum, the following:
- 1. Detailed drawings giving the location of each maintainable part.
 - 2. Spare parts list with predicted life of parts subject to wear, lists of spare parts recommended on hand for both initial start-up and for normal operating inventory and local or nearest source of spare parts availability.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01785

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and submittal of record documents and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one (1) record copy of documents at the site in accordance with Document 00700 - General Conditions.
- B. Store record documents and Samples in field office, if a field office is required by the Contract, or in a secure location. Provide files, racks, and secure storage for record documents and Samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain record documents in a clean, dry, and legible condition. Do not use record documents for construction purposes. Do not use permit drawings to record Modifications to the Work.
- E. Keep record documents and Samples available for inspection by Director of Construction.
- F. Bring record documents to progress review meetings for viewing by Director of Construction and, if applicable, Design Consultants.

1.03 RECORDING

- A. Record information legibly with red ink pen on a set of blackline opaque drawings, concurrently with construction progress. Maintain an instrument on site at all times for measuring elevations accurately. Do not conceal work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Mark each item to record completed Modifications, or when minor deviations exist, the actual construction including:
 - 1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 2. Measured horizontal locations and elevations of underground facilities and appurtenances, referenced to permanent surface improvements.
 - 3. Elevations of underground facilities referenced to City of Houston benchmark utilized for the Work.
 - 4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 5. Dimensions and details of field changes.

6. Changes made by Modifications.
 7. Details not on original Drawings.
 8. References to related Shop Drawings and Modifications.
- C. Survey all joints of water mains at the time of construction. Record on Drawings, water main invert elevation, elevation top of manway, and centerline horizontal location relative to baseline.
- D. For large diameter water mains, mark specifications and addenda to record:
1. Manufacturer, trade name, catalog number and Supplier of each product actually installed.
 2. Changes made by Modification or field order.
 3. Other matters not originally specified.
- E. Annotate Shop Drawings to record changes made after review.
- 1.04 SUBMITTALS
- A. At closeout of the Contract, deliver Project record documents to Director of Construction.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of a building or structure.
2. Demolition and removal of selected site elements.
3. Repair procedures for selective demolition operations.

1.02 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner .
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.03 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.04 INFORMATIONAL SUBMITTALS

- A. Embodied Carbon Submittals: Refer to Section 01 81 33 "Sustainable Design Requirements - Embodied Carbon."
 1. Completed Environmental Product Declaration Reporting Form for each principal product type in this Section.
 2. For products with completed Environmental Product Declaration Reporting Forms claiming availability of an applicable EPD, provide the Product-Specific or Industry-Wide Type III Environmental Product Declaration (EPD) in compliance with ISO 14025.
 3. The Contractor is advised that the submission of the embodied carbon EPD materials to the USGBC is not required.
- B. Qualification Data: For demolition firm. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- C. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be

misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.05 CLOSEOUT SUBMITTALS

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

1.06 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.07 FIELD CONDITIONS

- A. Owner will occupy portions of building site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

1.08 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
1. If possible, retain original Installer or fabricator to patch the exposed Work listed below that is damaged during selective demolition. If it is impossible to engage original Installer or fabricator, engage another recognized experienced and specialized firm.
- a. Ornamental metal.
- b. Finish coating at existing trellis framing.

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

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

2.02 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and

authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
3. Protect existing site improvements, appurtenances, and landscaping to remain.
4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

B. Temporary Shoring: Provide and maintain exterior shoring, bracing, and structural supports to preserve stability and prevent movement, settlement, or collapse of construction indicated to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

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

3.03 SELECTIVE DEMOLITION, GENERAL

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

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
4. Dispose of demolished items and materials promptly.
5. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

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

3.04 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Burning: Do not burn demolished materials.

- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.06 CLEANING

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

END OF SECTION

SECTION 05 12 13

ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Architecturally exposed structural steel (AESS).
2. Section 05 12 00 "Structural Steel Framing" requirements that also apply to AESS.

B. Related Requirements:

1. Section 09 96 00 "High-Performance Coatings" for surface preparation and priming requirements.

1.02 DEFINITIONS

A. AESS: Architecturally exposed structural steel.

B. Category AESS 1: Structural steel that is categorized by ANSI/AISC 303, Section 10, as AESS 1 and may be designated AESS 1 or Category AESS 1 in the Contract Documents.

C. Category AESS 2: Structural steel that is categorized by ANSI/AISC 303, Section 10, as AESS 2 and is designated as AESS 2 or Category AESS 2 in the Contract Documents.

D. Category AESS 3: Structural steel that is categorized by ANSI/AISC 303, Section 10, as AESS 3 and is designated as AESS 3 or Category AESS 3 in the Contract Documents.

E. Category AESS 4: Structural steel that is categorized by ANSI/AISC 303, Section 10, as AESS 4 and is designated as AESS 4 or Category AESS 4 in the Contract Documents.

F. SEAC/RMSCA Guide Specification: SEAC/RMSCA's "Sample Specification, Section 05 02 13: Architecturally Exposed Structural Steel."

1.03 COORDINATION

A. Coordinate surface preparation requirements for shop-primed items.

B. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

1.04 ACTION SUBMITTALS

A. Product Data:

1. Tension-control, high-strength, bolt-nut-washer assemblies.
2. Corrosion-resisting (weathering steel), tension-control, high-strength, bolt-nut-washer assemblies.

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3. Filler.
 4. Primer.
 5. Galvanized-steel primer.
 6. Etching cleaner.
 7. Galvanized repair paint.
- B. Shop Drawings: Show fabrication of AESS components. Shop Drawings for structural steel may be used for AESS.
1. Identify AESS category for each steel member and connection, including transitions between AESS categories and between AESS and non-AESS.
 2. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 3. Include embedment Drawings.
 4. Indicate orientation of mill marks and HSS seams.
 5. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 6. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections. Indicate orientation and location of bolt heads.
 7. Indicate exposed surfaces and edges and surface preparation being used.
 8. Indicate special tolerances and erection requirements.
 9. Indicate weep holes for HSS and vent holes for galvanized HSS.
 10. Indicate surface preparation, primer, and coating requirements, including systems specified in other Sections.
- C. Samples: Submit Samples to set quality standards for AESS.
1. Two steel plates, 3/8 by 8 by 4 inches (9.5 by 200 by 100 mm), with long edges joined by a groove weld.
 2. Steel plate, 3/8 by 8 by 8 inches (9.5 by 200 by 200 mm), with one end of a short length of rectangular steel tube, 4 by 6 by 3/8 inches (100 by 150 by 9.5 mm), welded to plate with a continuous fillet weld.
- 1.05 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For fabricator.
 - B. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172) and is experienced in fabricating AESS similar to that indicated on this Project.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Use special care in handling AESS to prevent twisting, warping, nicking, and other damage during fabrication, delivery, and erection. Store materials to permit easy access for inspection and identification. Keep AESS members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect AESS members and packaged materials from corrosion and deterioration.
 - 1. Do not store AESS materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.08 FIELD CONDITIONS

- A. Field Measurements: Where AESS is indicated to fit against other construction, verify actual dimensions by field measurements before fabrication.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Comply with requirements of ANSI/AISC 303, Sections 1 through 9 and as modified in Section 10, "Architecturally Exposed Structural Steel."

2.02 BOLTS, CONNECTORS, AND ANCHORS

- A. Tension-Control, High-Strength, Bolt-Nut-Washer Assemblies: ASTM F3125/F3125M, Grade F1852, Type 1, round-head assemblies consisting of steel structural bolts with splined ends; ASTM A563, Grade DH, (ASTMA563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.
 - 1. Finish: Mechanically deposited zinc coating.

2.03 FILLER

- A. Polyester filler intended for use in repairing dents in automobile bodies.

2.04 PRIMER

- A. Galvanized-Steel Primer: MPI#26.
 - 1. Etching Cleaner: MPI#25, for galvanized steel.
 - 2. Galvanizing Repair Paint: MPI#18, MPI#19, or SSPC-Paint 20.

2.05 FABRICATION

- A. Shop fabricate and assemble AESS to the maximum extent possible. Locate field joints at concealed locations if possible. Detail assemblies to minimize handling and to expedite erection.

1. Use special care handling and fabricating AESS before and after shop painting to minimize damage to shop finish.

B. Category AESS 2:

1. Comply with overall profile dimensions of AWS D1.1/D1.1M for welded built-up members. Keep appearance and quality of welds consistent. Maintain true alignment of members without warp exceeding specified tolerances.
2. Prepare surfaces according to Part 2 "Shop Priming" Article and SSPC-SP 6 (WAB)/NACE WAB-3.
3. Grind sheared, punched, and flame-cut edges to remove burrs and provide smooth surfaces and eased edges.
4. Make intermittent welds appear continuous, using filler or additional welding.
5. Seal weld open ends of hollow structural sections with 3/8-inch (9.5-mm) closure plates.
6. Limit butt and plug weld projections to 1/16 inch (1.6 mm).
7. Install bolt heads on the same side of each connection and maintain orientation consistently from one connection to another.
8. Remove weld spatter, slivers, and similar surface discontinuities.
9. Remove blemishes and surface irregularities resulting from temporary braces or fixtures by filling or grinding, before cleaning, treating, and shop priming.
10. Grind tack welds smooth unless incorporated into final welds.
11. Remove backing and runoff tabs, and grind welds smooth.
12. Limit as-fabricated straightness tolerance to one-half that permitted for structural-steel materials in ANSI/AISC 303.
13. Limit as-fabricated curved structural steel tolerance to that permitted for structural-steel materials in ANSI/AISC 303.
14. Limit as-fabricated straightness tolerance of welded built-up members to one-half that permitted by AWS D1.1/D1.1M.
15. Conceal fabrication and erection markings from view in the completed structure.
16. Make welds uniform and smooth.

- C. Erection marks, painted marks, and other marks are permitted on galvanized-steel surfaces of completed structure.

2.06 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened.

- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.07 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A123/A123M.

1. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
2. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

2.08 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:

1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
2. Surfaces to be field welded.
3. Surfaces to be high-strength bolted with slip-critical connections.
4. Galvanized surfaces unless indicated to be painted.

- B. Surface Preparation: Clean nongalvanized surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:

1. SSPC-SP 11.

- C. Preparing Galvanized Steel for Shop Priming: After galvanizing, thoroughly clean steel of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner .

- D. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

1. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify, with steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments, showing dimensions, locations, angles, and elevations.

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- B. Examine AESS for twists, kinks, warping, gouges, and other imperfections before erecting.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.02 PREPARATION
- A. Provide temporary shores, guys, braces, and other supports during erection to keep AESS secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
- 3.03 ERECTION
- A. Take special care during erection to avoid marking or distorting the AESS and to minimize damage to shop painting. Set AESS accurately in locations and to elevations indicated and according to ANSI/AISC 303 and ANSI/AISC 360.
1. Remove welded tabs that were used for attaching temporary bracing and safety cabling and that are exposed to view in the completed Work. Take care to avoid any blemishes, holes, or unsightly surfaces resulting from the use or removal of temporary elements.
 2. Grind tack welds smooth.
 3. Remove backing and runoff tabs, and grind welds smooth.
 4. Orient bolt heads on the same side of each connection and maintain orientation consistently from one connection to another.
 5. Conceal fabrication and erection markings from view in the completed structure.
- B. In addition to ANSI/AISC 303, Section 10 requirements, comply with the following.
1. Erection of Category AESS 1 and Category AESS 2:
 - a. Erect AESS to the standard frame tolerances specified in ANSI/AISC 303 for non-AESS.
 - b. Comply with AWS D1.1/D1.1M. Keep appearance and quality of welds consistent. Maintain true alignment of members without warp exceeding specified tolerances.
 - c. Remove weld spatter, slivers, and similar surface discontinuities.
 - d. Grind off butt and plug weld projections larger than 1/16 inch (1.6 mm).
 - e. Continuous welds are to be of uniform size and profile.
 - f. Ream holes that must be enlarged. Use of drift pins or burning is not permitted. Replace misaligned connection plates where holes cannot be aligned with acceptable appearance.
 - g. Splice members only where indicated on Drawings.

h. No torch cutting or field fabrication is permitted.

3.04 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

3.05 REPAIR

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and touchup galvanizing to comply with ASTM A780/A780M.
- B. Touchup Painting:
 - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting, to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - a. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
 - 2. Cleaning and touchup painting are specified in Section 09 96 00 "High-Performance Coatings."
- C. Touchup Priming: Cleaning and touchup priming are specified in Section 09 96 00 "High-Performance Coatings."

3.06 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to inspect AESS as specified in Section 05 12 00 "Structural Steel Framing." The testing agency is not responsible for enforcing requirements relating to aesthetic effect.
- B. Architect will observe AESS in place to determine acceptability relating to aesthetic effect.

END OF SECTION

SECTION 05 70 00

DECORATIVE METAL

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Decorative metal panels installed horizontally for shading. .

1.02 COORDINATION

- A. Coordinate installation of anchorages for decorative metal items. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product, including finishing materials.

- B. Shop Drawings: Show fabrication and installation details for decorative metal.

1. Include plans, panel pattern, elevations, component details, and attachment details.
2. Indicate materials and profiles of each decorative metal member, fittings, joinery, finishes, fasteners, anchorages, and accessory items.

- C. Samples for Verification: For each type of exposed finish.

1. Panel with full scaled pattern openings, 24 inch by 24 inch minimum size; color as indicated on the drawings.
2. Attachment hardware.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing decorative metal similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- B. Installer Qualifications: Fabricator of products.

- C. Powder-Coating Applicator Qualifications: A firm experienced in successfully applying powder coatings of type indicated and employing competent control personnel to conduct continuing, effective quality-control program to ensure compliance with requirements.

D. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

1.06 MOCKUPS

A. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

1. Build mockups for the following types of decorative metal:
 - a. One (1) patterned panel installed at the existing Dog Trellis.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store decorative metal in a well-ventilated area, away from uncured concrete and masonry, and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.
- B. Deliver and store cast-metal products in wooden crates surrounded by enough packing material to ensure that products are not cracked or otherwise damaged.

1.08 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with decorative metal by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.01 DECORATIVE METAL PANELS (MP##)

- A. Fabricator: Subject to compliance with requirements, provide the following:
 1. Parasoleil (www.parasoleil.com); Fractel (FTL).

2.02 METALS, GENERAL

A. Metal Surfaces, General: Use materials with smooth, flat surfaces unless otherwise indicated. Use materials without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

2.03 ALUMINIUM

- A. Fabricate products from alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.
- B. Bars and Shapes: ASTM B221 (ASTM B221M), Alloy 6063-T5/T52.

- C. Pipe and Round Tubing: ASTM B429/B429M, Alloy 6063-T6.
- D. Tubing: ASTM B210 (ASTM B210M), Alloy 6063-T832.
- E. Plate and Sheet: ASTM B209 (ASTM B209M), Manufacturer's standard alloy.
- F. Forgings: ASTM B247 (ASTM B247M), Alloy 6061-T6.
- G. Castings: ASTM B26/B26M, Alloy A356.0-T6.

2.04 STEEL AND IRON

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Tubing: ASTM A500/A500M (cold formed) or ASTM A513, Type 5 (mandrel drawn).
- C. Bars: Hot-rolled, carbon steel complying with ASTM A29/A29M, Grade 1010.
- D. Plates, Shapes, and Bars: ASTM A36/A36M.
- E. Cast Iron: Either gray iron, ASTM A48/A48M, or malleable iron, ASTM A47/A47M unless otherwise indicated.
- F. Steel Sheet, Cold Rolled: ASTM A1008/A1008M, either commercial steel or structural steel, exposed.

2.05 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
 - 1. Aluminum Items: Type 304 stainless steel fasteners.
 - 2. Aluminum decorative shade panels: Manufacturer's recommended carbon steel or stainless steel based on mounting substrate. Provide manufacturer's standard neoprene isolators
 - 3. Stainless Steel Items: Type 304 stainless steel fasteners.
 - 4. Uncoated-Steel Items: Plated steel fasteners complying with ASTM B633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed, Type 304 stainless steel fasteners where exposed.
 - 5. Galvanized-Steel Items: Plated steel fasteners complying with ASTM B633, Class Fe/Zn 25 for electrodeposited zinc coating.
 - 6. Dissimilar Metals: Type 304 stainless steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Unless otherwise indicated, select fasteners of type, grade, and class required to produce connections suitable for anchoring indicated items to other types of construction indicated.
- C. Provide concealed fasteners for interconnecting components and for attaching decorative metal items to other work unless exposed fasteners are unavoidable.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193.

2.06 MISCELLANEOUS MATERIALS

- A. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- C. Shop Primers: Provide primers that comply with Section 09 96 00 "High-Performance Coatings."
- D. Intermediate Coats and Topcoats for Steel: Provide products that comply with Section 09 91 13 "Exterior Painting." Section 09 96 00 "High-Performance Coatings."
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.07 FABRICATION, GENERAL

- A. Assemble items in the shop to greatest extent possible to minimize field splicing and assembly.
 - 1. Disassemble units only as necessary for shipping and handling limitations.
 - 2. Clearly mark units for reassembly and coordinated installation.
 - 3. Use connections that maintain structural value of joined pieces.
- B. Form decorative metal to required shapes and sizes, true to line and level with true curves and accurate angles and surfaces. Finish exposed surfaces to smooth, sharp, well-defined lines and arris.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.
- D. Form simple and compound curves in bars, pipe, tubing, and extruded shapes by bending members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces.
- E. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- F. Mill joints to a tight, hairline fit. Cope or miter corner joints. Fabricate connections that will be exposed to weather in a manner to exclude water.
- G. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- H. Provide necessary rebates, lugs, and brackets to assemble units and to attach to other work. Cut, reinforce, drill, and tap as needed to receive finish hardware, screws, and similar items unless otherwise indicated.
- I. Provide castings that are sound and free of warp, cracks, blowholes, or other defects that impair strength or appearance. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks.

2.08 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.09 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 1. Color and Gloss: Match Architect's sample.

2.10 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize products made from rolled, pressed, and forged steel shapes, castings, plates, bars, and strips indicated to be galvanized to comply with ASTM A123/A123M.
 - 1. Hot-dip galvanize steel and iron hardware indicated to be galvanized to comply with ASTM A153/A153M.
 - 2. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
 - 3. Fill vent and drain holes that will be exposed in finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. Preparing Galvanized Items for Shop Priming: After galvanizing, thoroughly clean decorative metal of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- C. Primer Application: Apply shop primer to prepared surfaces of items unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
 - 1. Shop prime uncoated ferrous-metal surfaces with primers specified in Section 09 91 13 "Exterior Painting." unless primers specified in Section 09 96 00 "High-Performance Coatings" are indicated.
 - 2. Do not apply primer to galvanized surfaces.
- D. Shop-Painted Finish: Comply with Section 09 96 00 "High-Performance Coatings."
 - 1. Color: Match Architect's sample.
- E. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application

Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.

1. Color: Match Architect's sample.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of decorative metal.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. Provide anchorage devices and fasteners where needed to secure decorative metal to in-place construction.
- B. Perform cutting, drilling, and fitting required to install decorative metal. Set products accurately in location, alignment, and elevation, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items to be built into concrete, masonry, or similar construction.
- C. Fit exposed connections accurately together to form tight, hairline joints or, where indicated, uniform reveals and spaces for sealants and joint fillers. Where cutting, welding, and grinding are required for proper shop fitting and jointing of decorative metal, restore finishes to eliminate evidence of such corrective work.
- D. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.
- E. Install concealed gaskets, joint fillers, insulation, and flashings as work progresses.
- F. Restore protective coverings that have been damaged during shipment or installation. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at same location.
 1. Retain protective coverings intact; remove coverings simultaneously from similarly finished items to preclude nonuniform oxidation and discoloration.
- G. Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal arc welding and requirements for welding and for finishing welded connections in "Fabrication, General" Article. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
- H. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
 1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

3.03 CLEANING AND PROTECTION

- A. Unless otherwise indicated, clean metals by washing thoroughly with clean water and soap, rinsing with clean water, and drying with soft cloths.
- B. Touchup Painting:
 - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - a. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
 - 2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 09 91 13 "Exterior Painting, and Section 09 96 00 "High-Performance Coatings."
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.
- D. Protect finishes of decorative metal from damage during construction period with temporary protective coverings approved by decorative metal fabricator. Remove protective covering at time of Substantial Completion.
- E. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION

SECTION 09 96 00.13

EXTERIOR HIGH PERFORMANCE COATINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on exterior substrates. The substrates include:
 - 1. Substrates:
 - a. Architecturally exposed structural steel.
 - b. Galvanized steel.
- B. Related Requirements:
 - 1. Factory- or shop-applied primers applied as Work of other Sections must be coordinated with field-applied finish coats. Review other Sections for factory- or shop-primed products and reference this Section for product requirements:
 - 2. Section 05 12 13 "Architecturally Exposed Structural Steel Framing."

1.02 DEFINITIONS

- A. Definitions of gloss levels below are from "MPI Architectural Painting Specification Manual" (hereafter, "MPI Manual").
 - 1. Gloss Level 1, Matte or Flat finish: 0 to 5 units at 60 degrees and maximum 10 units at 85 degrees.
 - 2. Gloss Level 2, Velvet finish: Maximum 10 units at 60 degrees and 10 to 35 units at 85 degrees.
 - 3. Gloss Level 3, Eggshell finish: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees.
 - 4. Gloss Level 4, Satin finish: 20 to 35 units at 60 degrees and minimum 35 units at 85 degrees.
 - 5. Gloss Level 5, Semi-Gloss finish: 35 to 70 units at 60 degrees.
 - 6. Gloss Level 6, Gloss finish: 70 to 85 units at 60 degrees.
 - 7. Gloss Level 7, High-Gloss finish: More than 85 units at 60 degrees.
- B. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- C. ASTM: ASTM International develops international standards for materials, products, systems and services used in construction, manufacturing and transportation: www.astm.org.
- D. Bio-Pruf™: Anti-microbial additive that inhibits the growth of odor and stain causing mold and mildew on the paint film. "Antimicrobial" is defined as any means or mode of restricting growth or spread of microbes.

- E. CHPS: Collaborative for High Performance Schools. A national movement to improve student performance and the entire educational experience by building the best possible schools: www.chps.net.
- F. CRGI: Coatings Research Group Inc. is an international association of paint and coatings manufacturers dedicated to the benefits of shared research and development: crgiconnect.com.
- G. DTM: Direct to metal. A coating that can be applied directly to a metal surface; refer to manufacturer's product information for surface preparation and application instructions.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA: www.epa.gov.
- I. EPR: Environmental Performance Rating. Master Painters Institute's formula that relates VOC, Performance of Category, Gloss and Appropriate specified use. Higher values equate to greater eco- efficiency.
- J. HAP: Hazardous Air Pollutant: According to the United States Environmental Protection Agency (EPA), Hazardous air pollutants, also known as toxic air pollutants or air toxics, are those pollutants that cause or may cause cancer or other serious health effects, such as reproductive effects or birth defects, or adverse environmental and ecological effects: www.epa.gov.
- K. LEED: LEED (Leadership in Energy and Environmental Design) is a voluntary, consensus-based, market- driven program that provides third-party verification of green buildings: www.usgbc.org.
- L. MPI: Master Painters Institute. An organization that establishes architectural paint standards and quality assurance programs in North America: www.paintinfo.com.
- M. NACE: National Association of Corrosion Engineers www.nace.org.
- N. PDCA: Painting & Decorating Contractors of America: www.pdca.org.
- O. RAVOC: Reactivity adjusted VOC. 'Reactivity' means the ability of a VOC to promote ozone formation.
- P. SCAQMD: South Coast Air Quality Management District is defined as most of Los Angeles, Orange, Riverside, and San Bernardino counties in California.
- Q. CARB: California Air Resources Board District is defined as the counties outside of SCAQMD.
- R. OTC: Refers to the Ozone Transmission Commission.
- S. SSPC: The Society for Protective Coatings. Surface preparation standards and specifications. www.sspc.org.
- T. ICRI: International Concrete Repair Institute. www.icri.org.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data for each type of coating system, label analysis and instructions for handling, storing, and applying each material specified. Include preparation requirements and application instructions.

1. Product List: Cross reference to coating system and locations of application areas. Use same designations indicated on Drawings and in Finish Schedules. Include manufacturer's recommended spreading rate (DFT) and VOC content limits for each separate coat for each type of substrate indicated.
- B. Samples for Verification: Submit three samples for each type of coating system and each color and gloss of topcoat indicated.
 1. Submit Samples on rigid backing, 12 inches square.
 - a. Cured high-performance coating, 60 mils thick.
 - b. Reinforced fabric and joint cover sheet.
 - c. Ferrous and Nonferrous Metal: Provide two 4 inch square samples of flat metal and two 8 inch long samples of solid metal for each color and finish.
 2. Step coats on Samples to show each coat required for system.
 3. Label each coat of each Sample with the following:
 - a. Paint color name and number.
 - b. Paint brand name.
 - c. "P" number if applicable, and application area.
- C. Product List: For each product indicated. Cross-reference products to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations and VOC content.

1.04 INFORMATIONAL SUBMITTALS

- A. Embodied Carbon Submittals: Refer to Section 01 81 33 "Sustainable Design Requirements - Embodied Carbon."
 1. Completed Environmental Product Declaration Reporting Form for each principal product type in this Section.
 2. For products with completed Environmental Product Declaration Reporting Forms claiming availability of an applicable EPD, provide the Product-Specific or Industry-Wide Type III Environmental Product Declaration (EPD) in compliance with ISO 14025.
 3. The Contractor is advised that the submission of the embodied carbon EPD materials to the USGBC is not required.
- B. Applicator's Project References: Submit list of completed projects.
- C. Certificate of Applicator's Supervisor: Submit certificate indicating completion of manufacturer's certified training program.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents for single component products. All 2 component products supplied will be un-catalyzed.

1.06 QUALITY ASSURANCE

- A. Contractor shall provide verification of conformance with this specification, referenced standards and related documents. This verification to be performed by a Third Party, minimum NACE Level 1 Certified Coatings Inspector.
1. Provide documentation verifying inspector's certification is both valid and current.
- B. Qualifications:
1. Applicator: Use applicator experienced in the application of the specified high-performance coating for a minimum of 2 years on projects of similar size and complexity. Provide a list of completed projects including project name and location, name of Architect, name of coating manufacturer, and approximate quantity of coating applied.
 2. Applicator's Supervisor: Employ a supervisor during all phases of the work that has successfully completed manufacturer's contractor training program.
 3. Applicator's Personnel: Employ persons trained for the application of high-performance coating.
- C. Regulatory Requirements: Comply with environmental regulations.
1. Air Quality Standards: Comply with the IBC and local jurisdiction for air quality regulations and chemical and heavy metal components.
 2. Performance and Durability:
 - a. Reflectometry.
 - b. ASTM D 4828 Standard Test Method for Practical Washability of Organic Coatings.
- D. Pre-Application Meeting:
1. Convene a pre-application meeting two weeks before the start of application of the high-performance coating.
 2. Require attendance of parties directly affecting work of this Section, including the Contractor, subcontractor, Architect, Building Envelope Consultant, applicator and manufacturer's representative.
 3. Review environmental requirements, materials, and protection of adjacent work, surface preparation, application, curing, field quality control, cleaning, and coordination with other work.
- E. Mockups: Apply benchmark samples of each coating system indicated to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each coating and substrate.
 - a. Horizontal and Vertical Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.

2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.
4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in accordance with manufacturer's written instructions and acceptable ranges published in their PDS/TDS and SDS sheets.
 1. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 2. Maintain containers in clean condition, free of foreign materials and residue.
 3. Remove rags and waste from storage areas daily.

1.08 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above dew point; or to damp or wet surfaces.
 1. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before proceeding with or continuing coating operations.
 2. Work may continue during inclement weather if areas and surfaces to be coated are enclosed and temperature within the area can be maintained within limits specified by manufacturer during application and drying periods.
- C. Do not apply over substrates that are frozen or contain frost.
- D. All bare/exposed steel shall be coated within 8 hours of surface preparation.
- E. Painting contractor should follow proper painting practices in accordance with SSPC-PA1 and ensure environmental conditions are within range of acceptability as documented in manufacturers Product Data Sheets/Technical Data Sheet (PDS/TDS).

- F. Should NACE Certified Coatings Inspection be part of this contract; field conditions shall be verified at the beginning of shift, and three additional times throughout the shift.

1.09 WARRANTY

- A. Provide a [5] [10] [20] year material warranty and 1 year labor warranty.

PART 2 - PRODUCTS

2.01 PAINT, GENERAL

- A. Material Compatibility: Systems could fail if paints used for individual coats are incompatible. Paint systems match primers and topcoats and take compatibility into consideration.
 - 1. Provide materials for use, within each paint system, that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Paints and coatings to be applied at Project Site shall comply with applicable VOC limits of the U.S. EPA National Emissions Standards for Architectural Coatings, exclusive of colorants added to tint bases, as calculated in accordance with 40 CFR 59 Subpart D (EPA Method 24), as follows:
 - 1. Flat Coatings: 250 g/L.
 - 2. Nonflat Coatings: 380 g/L.
 - 3. Nonflat - High Gloss Coatings (default Nonflat): 380 g/L.
 - 4. Floor Coatings: 400 g/L.
 - 5. Industrial Maintenance Coatings: 450 g/L.
 - 6. Pre-Treatment Wash Primers: 780 g/L.
 - 7. Primers and Undercoaters: 350 g/L.
 - 8. Rust Preventative Coatings: 400 g/L.
 - 9. Waterproofing Sealers and Treatments: 600 g/L.
 - 10. Zinc-Rich Primers (default Industrial Maintenance): 450g/L.
 - 11. All Shop-Primed Metal to be coated in accordance with applicable federal, state, and local regulations.
- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, and shall comply with the applicable VOC limits of Rule 1113, as follows:
 - 1. Colorants for Architectural Coatings, excluding IM Coatings: 50 g/L.
 - 2. Colorants for Solventborne Industrial Maintenance Coatings: 600 g/L.

3. Colorants for Waterborne Industrial Maintenance Coatings: 50 g/L.

D. Colors: Match Architect's samples.

1. When the final color has not been selected prior to bid submittal, Contractor may need to bid additional coats when submitting their bid. The Owner should be aware that if a color is chosen following the bid process and the color is significantly different from original color, a change order for an additional finish coat might be required.

2.02 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. Provide products of same manufacturer for each coat in a coating system.

B. Primer: Recommended by coating manufacturer for system specified for each condition and substrate.

2.03 MANUFACTURERS

A. Carboline Company.

B. International Protective Coatings; an AkzoNobel Brand.

C. PPG Protective and Marine Coatings (PPG).

D. Sherwin Williams Company Protective and Marine Coatings, (SW).

E. Tnemec Company, Inc.

2.04 GALVANIZED STEEL

A. Polysiloxane over Epoxy System:

1. Primer: Epoxy for galvanized steel.

a. Carboline; Rustbond 1.0-2.0 (25-50 microns) DFT.

b. International; Intergard Interplus 251, 2-3.0 mils (50-75 microns) DFT.

c. PPG; Amerlock Series, 4.0-8.0 mils (100-200 microns) DFT.

2. Topcoat: Polysiloxane, two-component, pigmented, gloss) <250 g/L.

a. Carboline; Carboxane 2000 3.0-7.0 mils (76-178 microns) DFT.

b. International; Interfine 878, 2.0-3.0 (50-75 microns) DFT.

c. PPG; PMC PSX 700, 3.0-7.0 mils (75-175 microns) DFT.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
 - 1. Confirm shop applied primer is not a temporary protective primer intended for shipping purposes.
 - 2. Confirm primer is suitable for anticipated service conditions.
 - 3. Confirm primer's ability for being top coated with specified materials.
- C. Verify environmental conditions are within coating manufacturer's specified range. Environmental conditions shall be monitored at 4 points throughout each shift. Once at beginning, once at end, and two additional times in between. Recording must be taken at area where work is being performed.
- D. Each set of environmental readings shall consist of:
 - 1. Relative humidity.
 - 2. Unless otherwise stated; relative humidity must not exceed 85%.
 - 3. Ambient Air Temperature.
 - 4. Dew Point.
 - 5. $\Delta??$ - (+/-Difference between surface temperature and dew point) Surface must be a minimum of 5 deg F (3 deg C) above dew point
- E. Dust levels remaining on surface shall be verified in accordance with ISO 8502-3. A dust level 3 or cleaner shall be deemed as acceptable.
- F. Surface profile shall be verified in accordance with ASTM D 4417. Surface profile ranges must be within ranges listed in manufacturers published data.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected. Commencement of coating application constitutes Contractor's acceptance of substrates and conditions.
 - 1. Verify compatibility with, and suitability of, substrates, including compatibility with existing finishes or primers.
 - 2. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 3. Coating application indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates indicated. Recommendations shall be verified to meet site conditions during the preconstruction conference.

- B. Remove plates, machined surfaces, and similar items already in place and not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - 1. After completing coating operations, use workers skilled in the trades involved to reinstall items that were removed.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
- D. Remove incompatible fillers and reprime substrate with compatible primers or apply the coat as required to produce coating systems indicated.
- E. Steel Substrates:
 - 1. All oil, grease, dirt, dust and other foreign materials must be removed prior to surface preparation commencement.
- F. Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. Prepare surface per SSPC SP6 "Commercial Blast Cleaning" minimum. Surface profile shall be 1.0 to 1.5 mils.
 - 2. Prior to coating, solvent wipe substrate to remove dust and residual contamination.
- G. Galvanized-Metal Substrates
 - 1. Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.
 - 2. Blast clean new galvanized metal substrate to receive field-applied fluoropolymer coating to SSPC-SP7/NACE NO. 4, "Brush-Off Blast Cleaning," to surface profile of 1.0 to 2.0 mils. Remove all passivator residue.
 - 3. Clean weathered galvanized metal substrate to receive field-applied fluoropolymer coating to:
 - a. SSPC-SP3/NACE No. 4. "Power Tool Cleaning,"
 - b. To a surface profile of 1.0 to 2.0 mils.
- H. Material Preparation: Carefully mix and prepare coating materials according to manufacturer written instructions.
 - 1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
 - 2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.

3.03 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.
- D. Application: Apply first coat to surfaces that have been cleaned, pretreated, or prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. The number of coats and film thickness required is the same regardless of application method.
 - 2. Minimum Coating Thickness: Apply each material no thinner than manufacturer recommended spread rate. Provide total dry film thickness of system recommended by manufacturer.
 - a. DFT ranges per coat must fall within manufacturer's recommended ranges. Measurements shall be taken in accordance with SSPC-PA2 "method for evaluating DFT."

3.04 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: The Owner reserves the right to invoke the following procedures at any time and as often as the Owner deems necessary during the period when paints are being applied.
 - 1. The Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to the site will be taken, identified, sealed and certified in presence of Contractor.
 - 2. Testing agency will perform tests for compliance of paint materials with product requirements.
 - 3. The Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from the site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from

previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

- B. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.05 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 32 33 00

SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:

- 1. Umbrellas/Parasols.

- B. Related Requirements:

- 1. Section 03 30 00 "Cast-in-Place Concrete" for installing pipe sleeves cast in concrete footings.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Samples: For each exposed product and for each color and texture specified.

- C. Samples for Verification: For each type of exposed finish, not less than 6-inch- (152-mm-) long linear components and 4-inch- (102-mm-) square sheet components.

- 1. Include full-size Samples of Umbrella/Parasol. Approved samples may be incorporated into the Work.

- D. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

1.04 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

PART 2 - PRODUCTS

2.01 UMBRELLA/PARASOL (UM##)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the following:

- 1. TUUCI; Ocean Master M1 Classic.

- a. Shape/Size: As indicated on the drawings.

- b. Color: As indicated on the drawings.

- c. Anchors: As recommended by manufacturers for mounting condition.

2.02 FABRICATION

- A. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.
- D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- E. Pipe Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION