AUSTIN Independent School District | Contract and Procurement Services

Request for Competitive Sealed Proposals
19CSP058
Roof Replacement at Houston Elementary School

Date	Event
October 30, 2018 **November 6, 2018**	Advertise/Issue Dates
November 8, 2018	Pre-Proposal Conference at 10:00 am Houston Elementary Conference Room
November 14, 2018	Questions due by 5:00 PM
November 16, 2018	Last day for Addenda to be posted on our website
November 28, 2018	**CSP opening / due date at 2:00 PM**
January 28, 2019	AISD Board Meeting for review/approval

Deliver Sealed Proposals to:	**Contact:**
Austin ISD **Contract & Procurement Services** **1111 West 6th Street** **Building A, Suite 330** **Austin, TX 78703**	Jennifer Nix Contract & Procurement Services jennifer.nix@austinisd.org

- Questions must be submitted via e-mail to the contact person listed above.
  In the e-mail subject line, type: *Questions* 19CSP058-Roof Replacement at Houston Elementary
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
  Required
  - One (1) hard copy marked "original" – include signed "required" forms

  Requested
  - One (1) digital copy on a flash drive – include signed "required" forms
  - One (1) hard copy marked "copy"
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with **name and address of the Offeror and the CSP number and Title above**.

This solicitation is a request for competitive sealed proposals for construction under Texas Government Code 2260.

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Check when Completed	Task to be Completed by Respondent
	Request For Competitive Sealed Proposal Form (information typed in and **signed**)
	Proposal Guaranty
	Felony Conviction Notice
	Suspension and Debarment Certification
	Required HUB Documentation
	Review and Complete Tables from Proposal Form
	Table A – All Projects in Progress
	Table B – All School (K-12 and higher education) projects completed in the past 8 years, beginning with projects for AISD
	Table C – All Non-School projects completed in the past 8 years
	Table D – Personnel
	Hard Copy Submission AISD requires one (1) marked "original" and three (3) marked "copy"
	Electronic Copy: AISD requires submission of one (1) electronic PDF copy via USB flash drive (memory data stick)

CHECKLIST AND SUBMISSION GUIDELINES

Order for Submission	Document
1	Cover Sheet
2	Table of Contents
3	Proposal Form
4	Table A – All Projects in Progress
5	Table B – All School (K-12 and higher education) projects completed in the past 8 years, beginning with projects for AISD
6	Table C – All Non-School projects completed in the past 8 years
7	Table D – Personnel
8	Proposal Guaranty
9	Felony Conviction Notice
10	Required HUB Documentation
11	Suspension and Debarment Certification

AISD Project No. 19CSP058

PROJECT MANUAL TABLE OF CONTENTS

1. **Project Title:** Roof Replacement at Houston Elementary School

2. **Description of Work:** Replacement of existing built-up roofing, insulation and roofing related accessories and components.

3. **Architect/Engineer:** Hollon+Cannon Group, LLC
11800 Highland Oaks Trail
Austin, TX 78759

4. **Consultants:**

Structural Engineer: _____
MEP Engineer(s): _____
Electrical Engineer: _____
Civil Engineer: _____

5. **Drawings:** The Drawings are as follows and are dated September 21, 2018 unless a different date is shown below.

Drawing List:	R0	Cover Sheet
	R1	Wind Zone Plan / Schedules
	R2	Partial Roof Plan
	R3	Partial Roof Plan
	R4	Roofing Details
	R5	Roofing Details
	R6	Roofing Details
	R7	Roofing Details

The Addenda, if any, are as follows:

Number	Date	Pages

6. Specifications:

The Specifications are as follows:

List of Specifications:

DIVISION 01 – GENERAL REQUIREMENTS		
01 1100	Summary of Work	03
01 2200	Proposal Items	02
01 3110	Special Conditions	03
01 3150	Project Management and Coordination	05
01 3300	Submittal Procedures	05
01 4000	Quality Requirements	02
01 4200	Reference Standards	03
01 5000	Temporary Facilities and Controls	03
01 6100	Product Requirements	02
01 7329	Cutting and Patching	03
01 7800	Contract Closeout	05
01 7830	Roofing Installer's Warranty	02
DIVISION 02 THROUGH DIVISION 05	(NOT USED)	
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES		
06 1050	Roof Carpentry	04
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
07 0151	Preparation for Re-Roofing	04
07 2200	Roof Insulation	05
07 5216	Modified Bitumen Roof System	10
07 5600	Fluid Applied Flashing	06
07 6200	Flashing and Sheet Metal	09
07 7200	Roof Accessories	04
07 9100	Joint Sealers	04
DIVISION 08 THRU DIVISION 21	(NOT USED)	
DIVISION 22 – PLUMBING		
22 0529	Hangers and Supports	08
22 1413	Facility Storm Drainage Piping	03
22 1426	Roof Drains	02
DIVISION 23 – MECHANICAL		
23 0530	Mechanical Provisions	08
DIVISION 24 THROUGH DIVISION 25	(NOT USED)	
DIVISION 26 - ELECTRICAL		
26 0530	Electrical Provisions	03
DIVISION 27 THROUGH DIVISION 49	(NOT USED)	

LIST OF MEMBERS OF BOARD OF TRUSTEES

Austin Independent School District*

Geronimo M. Rodriguez, Jr. , President, District 6

Julie Cowan, Secretary, District 4

Edmund T. Gordon, District 1

Jayme Mathias, District 2

Ann Teich, District 3

Amber Elenz, District 5

Yasmin Wagner, District 7

Cindy Anderson, At-Large Position 8

Paul Cruz, Ph.D., Superintendent

Nicole Conley Johnson, Chief Business Officer

REQUEST FOR COMPETITIVE SEALED PROPOSALS INSTRUCTIONS TO OFFERORS

(Chapter 2269, Subchapter D of the Texas Government Code)

Austin Independent School District ("AISD") requests proposals for a Contractor to perform the construction of the Work described below in connection with AISD's Renovations at Project (the "Project"). AISD is interested in receiving proposals from General Contractors with experience in successfully completing projects that are similar in scope, size and complexity to the Work and meeting any specialized requirements set forth below.

1. PROJECT

1.1. Scope of Work. The selected Offeror must furnish all labor, materials and equipment required for the construction of the following improvements (the "Work"):

Replacement at Houston Elementary School

To be constructed at the following location ("Project Site"):

5409 Ponciana Dr., Austin, TX 78744

1.2. Estimated Project Budget: $1,300,000.00

1.3. Minimum Qualifications. Because of the nature of the Work, the selected Offeror must meet the following qualifications and/or must have any licenses or certifications specified below (collectively, the "Minimum Qualifications"):

1.4. Texas Education Code §22.0834 (Criminal History Record Information Review of Certain Contract Employees). For purposes of the Project, those workers who will be performing Work on the Project Site will be "covered employees" as defined in Section 3.15 of the General Conditions. Thus, Texas Education Code §22.0834 is applicable to such covered employees, and the selected Offeror must comply with the provisions of Section 3.15 of the General Conditions with regard to such covered employees.

2. REQUEST FOR COMPETITIVE SEALED PROPOSALS

2.4. This Request For Competitive Sealed Proposals ("Request For Competitive Sealed Proposals") consists of the following documents:

- Advertisement for Request For Competitive Sealed Proposals;
- Instructions to Offerors;
- Proposal Form;
- Any Contract Documents referenced in this Request For Competitive Sealed Proposals;
- Any addenda to this Request For Competitive Sealed Proposals issued by AISD;
- Attached forms; and
- Proposal/Bid Bond Form.

3. DRAWINGS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ADDENDA

3.4. The "Contract Documents" for this Request For Competitive Sealed Proposals include, without limitation, AISD's Agreement for Construction Contract ("Agreement for Construction"), AISD's General Conditions of the Contract for Construction ("General Conditions"), and AISD's Notice of Prevailing Wage Rates ("Notice of Prevailing Wage Rates"), collectively referred to in this Request For Competitive Sealed Proposals as the "Contract."

3.5. Copies of Drawings, Specifications, Contract Documents, and Addenda (if any) and other documents related to this Request For Competitive Sealed Proposals, are available at Miller Blueprint at the location indicated in Section 3.3 below for a deposit of $100 per set. If deposit is paid by check, check must be made payable to Austin Independent School District. The deposit will be refunded upon return of all documents in good condition to Miller Blueprint at the location indicated in Section 3.3 below within 14 calendar days after the opening of Proposals. Drawings, Specifications, Contract Documents, and Addenda (if any) can also be downloaded Miller IDS Planroom at www.planroom.millerids.com. The Drawings, Specifications and Addenda (if any) are also available for viewing at various local plan rooms.

3.6. Printed copies of Drawings, Specifications, Contract Documents, and Addenda (if any) can be requested and picked up at the following location in accordance with Section 3.2 above:

Miller IDS Planroom
1000 East 7th Street
Austin, Texas 78702
Phone: (512) 381-5292
Email: planroom@millerids.com

4. FORMAT FOR PROPOSALS

4.4. Each proposal ("Proposal") submitted by an offeror ("Offeror") must contain the following:

- The completed Proposal Form (including the Offeror information in Section D thereof);
- The Proposal Guaranty
- The completed Felony Conviction Notice;
- The completed Suspension and Debarment Certification

4.5. Additional forms required within 24 hours of Bid Proposal Deadline to **proconteam@austinisd.org** :

- The completed HUB documents pertaining to this project:

4.6. The Proposal information must be typed on the Proposal Form.

4.7. The Offeror information in Section D of the Proposal Form must be typed on Section D of the Proposal Form or on letter-size ("8½ x 11") paper if additional sheets are used. If preprinted materials, flyers or other information about the Offeror is used, it should be referenced in the submittal and included as labeled attachments.

4.8. The Proposal Form and other forms included in the Proposal should be stapled or bound together in a binder, so that that the pages can be easily opened and laid flat for copying.

5. METHOD OF SELECTING CONTRACTOR

5.4. The bidder/proposer MUST submit a completed HUB ATT 1-HUR Form. If the bidder/proposer does not meet or exceed all goals, then Good Faith Effort documentation is REQUIRED. A firm MUST be compliant with Austin ISD HUB Program regulations to be considered for contract selection.

5.5. Not later than the 45th day after the date on which Proposals are opened, AISD will evaluate and rank each Proposal submitted in relation to the Selection Criteria set out below. AISD will select the Offeror that, in the opinion of AISD, submits the Proposal that offers the best value for AISD based on the Selection Criteria and the weighted value for each Selection Criteria and on AISD's ranking evaluation. The Offeror that offers the best value may or may not be the Offeror that submits the lowest proposal for the cost of construction.

5.6. The AISD Construction Management Department will make a recommendation to the Board of Trustees as to the selection ranking of the Offerors. The Board of Trustees will select the Offeror that submits the Proposal that offers the best value for AISD and will authorize the negotiation and execution of the contract. If AISD is unable to negotiate a satisfactory contract with the selected Offeror, AISD shall, formally and in writing, end negotiations with that Offeror and proceed to the next Offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. AISD reserves the right to reject any and all proposals.

6. SELECTION CRITERIA

6.4. Offerors will be evaluated based on the following selection criteria and weighted value for each criterion (collectively, "Selection Criteria"):

Selection Criteria	Weighted Value
Construction Cost as Proposed	45%
Relevant Experience and Past Performance	30%
Proposed Personnel/Resources	10%
Financial Condition	8%
Safety Record	7%

7. QUESTIONS REGARDING THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS

7.4. Only those responses to inquiries which are made by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on AISD. The Offeror must acknowledge receipt of all Addenda in its Proposal. However, each Offeror will be bound by the terms of all Addenda, and its Proposal will be construed to include the information contained in the Addenda, whether or not Offeror has received them or acknowledged receipt.

8. PROPOSAL GUARANTY

8.4. Each Proposal must be accompanied by a Proposal Guaranty in the amount of five percent (5%) of the largest possible total Proposal (i.e. the sum of the Base Proposal and all additive Alternates).

8.5. The Proposal Guaranty shall be in the form of a Proposal Bond in the form included with this Request For Competitive Sealed Proposals issued by a corporate surety authorized to do business in the State of Texas that is listed on the U.S. Treasury list of approved sureties.

8.6. The Proposal Guaranty will be held until the selected Offeror has signed the Contract and provided the required insurance and payment and performance bonds and Safety Program Manual and Safety Plan as provided in these instructions.

8.7. Should the selected Offeror fail or refuse to sign the Contract and/or provide the required insurance and payment and performance bonds and Safety Program Manual and Safety Plan as provided in these instructions, then the Offeror's Proposal Guaranty will be forfeited to AISD as liquidated damages and not as a penalty.

9. SUBSTITUTION OF MATERIALS

9.4. Offerors may request a substitution of materials or equipment specified in the Contract Documents. However, any such request must be submitted in writing to the Contact Person

five days before the Proposal Deadline. If AISD approves the substitution, it will respond by Addendum as described in Section 11. A failure to respond will constitute a denial of the request. Sufficient information should accompany the request to enable AISD to promptly render a decision on a proposed substitution of materials or equipment.

10. BOND AND INSURANCE REQUIREMENTS

10.4. Insurance meeting the requirements set out in the General Conditions must be furnished by the selected Offeror within 5 days after the Contract is signed by the Offeror.

10.5. If the Contract amount is over $25,000, the selected Offeror must provide payment and performance bonds each in the amount of 100% of the Contract Price within 5 days after the Contract is signed by the Offeror. Bonds must be provided by a Treasury-listed corporate Surety authorized to do business in the State of Texas.

10.6. The Offeror's attention is directed to Subsection 10.4 of the General Conditions which expressly sets out the Worker's Compensation Insurance requirements for the Project. The Contractor and each subcontractor must maintain Worker's Compensation Insurance coverage as required in Subsection 10.4 and the Contractor is required to provide a certificate of coverage for each subcontractor prior to that subcontractor beginning Work on the Project Site, showing that coverage is being provided for all of its employees for the duration of the Work. Subsection 10.4 is incorporated herein for all purposes.

11. SAFETY PROGRAM MANUAL AND PROJECT SAFETY PLAN REQUIREMENTS

11.4. The selected Offeror must submit its Safety Program Manual in accordance with the requirements set out in the General Conditions not later than 5 days after the Offeror signs the Contract.

11.5. The selected Offeror must submit a Safety Plan for the Project meeting the requirements set out in the General Conditions not later than 5 days after the Offeror signs the Contract.

12. PREVAILING WAGE RATES

12.4. The Contractor and each Subcontractor who performs work under the Contract must pay, at a minimum, the applicable prevailing wage rates to a worker employed by it in the performance of the Work. The prevailing wage rates applicable to the Project, which shall be in effect for the duration of the Contract, are set forth in the Notice of Prevailing Wage Rates.

13. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

13.4. Each Offeror is required to visit the Project Site and to fully acquaint itself with the conditions and limitations as they exist at the Project Site, including the effect that weather conditions may have on the Project Site. Each Offeror shall also fully acquaint itself with the existing and anticipated sources and supplies of labor and materials, and shall also thoroughly examine the Contract Documents. Failure of the Offeror to visit the Project Site and acquaint itself with the conditions of the Work and the Contract Documents shall in no way relieve the Offeror from any obligations with respect to its Proposal.

14. PUBLIC INFORMATION

14.4. AISD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Tex. Gov't Code, Chapter 552.001, *et seq*.) after a contract is awarded.

14.5. Offerors are hereby notified that AISD strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

15. DEADLINE FOR SIGNING CONTRACT AND AISD'S RIGHTS IF DELAY

15.4. The timely completion of this Project is essential. AISD has the right to consider negotiations with the selected Offeror for the Contract incomplete until and unless the Contract is signed and the bonds, insurance, Safety Program Manual and Safety Plan are submitted in accordance with the following deadlines. In order to avoid unnecessary delays in the Project, **the selected Offeror must:**

1. Sign the Contract no later than 10 days after the selected Offeror has been notified that it is the successful Offeror, and
2. Provide its Safety Program Manual and the Safety Plan for the Project and provide all required bonds within 5 days after the selected Offeror signs the Contract.
3. Provide Certificate of Insurance before Work commences on the Project.

15.5. If the selected Offeror fails to meet one or more of these deadlines, then in addition to any and all other rights and remedies to which AISD is entitled, AISD shall have the right to:

1. Terminate its negotiations with the selected Offeror and begin negotiations with the next ranked Offeror; or
2. Proceed with the Contract with selected Offeror, but treat each day beyond the 10-day deadline in which the Contract is unsigned by the Offeror, and/or each day beyond the 5 day deadline in which one or more of the required documents has not been submitted, as a day of unexcused delay under the Contract.

16. WAIVER OF CLAIMS

16.4. EACH OFFEROR BY SUBMISSION OF A PROPOSAL TO THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND AISD, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF AUSTIN INDEPENDENT SCHOOL DISTRICT'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS, INCLUDING, THE ADMINISTRATION OF THE REQUEST FOR COMPETITIVE SEALED PROPOSALS, THE PROPOSAL EVALUATIONS, AND THE SELECTION OF THE OFFEROR. SUBMISSION OF A PROPOSAL INDICATES OFFEROR'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND OFFEROR'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY AISD DURING THE SELECTION PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OFFEROR ACKNOWLEDGES THAT AISD SHALL DOCUMENT THE BASIS OF ITS SELECTION AND SHALL MAKE THE EVALUATIONS PUBLIC NOT LATER THAN THE 7TH DAY AFTER THE DATE THE CONTRACT IS AWARDED, AND EACH OFFEROR WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

17. CONFLICT OF INTEREST QUESTIONNAIRE

17.4. Offeror is advised to determine if it is required under Chapter 176 of the Texas Local Government Code to file a completed conflict of interest questionnaire with AISD. If Offeror is required by law to complete the questionnaire, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted online at:

http://www.austinisd.org/inside/hb914/ciqform.phtml.

18. DISCLOSURE OF INTERESTED PARTIES

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

18.5. After the AISD Board of Trustees selects the Offeror, the successful Offeror will be required to complete an electronic Form 1295 ("Form 1295") on the Texas Ethics Commission website (**https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**) and submit the completed and executed Form 1295, including the certification of filing, to AISD prior to entering into a contract with AISD in accordance with this statute. Additional information is available on the Texas Ethics Commission website at **www.ethics.state.tx.us**. Submission of a response to this Request For Competitive Sealed Proposals indicates Offeror's acceptance and intended compliance with these requirements.

19. FEEDBACK TO SUBCONTRACTORS/SUPPLIERS

19.4. If requested by a subcontractor or material supplier who submitted a bid or proposal to Offeror in connection with this procurement but who is not listed as a proposed subcontractor or supplier on Offeror's completed Disclosure Statement, Offeror shall provide feedback to such subcontractor or supplier as to how its bid/proposal compared with the other bids/proposals received by Offeror for the same services or materials (e.g., bid was highest bid received, bid fell in the middle of bids received, etc.).

20. SOLICITATION OF "COMPONENT" BIDS AND PROPOSALS FROM SUBCONTRACTORS

20.4. In order to promote and encourage the involvement of small, local firms and firms owned or operated by minorities or women, Offeror must solicit and consider bids/proposals from subcontractors covering only certain components of the scope of the Work for which particular bids/proposals are solicited, in addition to soliciting and considering bids/proposals from subcontractors for complete scopes of the Work.

PROPOSAL FORM

To: The Board of Trustees
Austin Independent School District
Austin, Texas

Re: AISD CSP No.

From: _____
(Full legal name of firm, including DBA, if applicable)

Project Number: 19CSP058

Project Title: **Roof Replacement at Houston Elementary School**

The undersigned offeror ("Offeror") submits this Proposal for the performance of the Work of construction, alteration or repair (the "Work") described as follows:

Replacement of existing built-up roofing, insulation and roofing related accessories and components at Josephine Houston Elementary School.

The undersigned Offeror has carefully examined and considered the Project Site and relevant conditions and circumstances for the Work, information and requirements set out in the Request For Competitive Sealed Proposals, the Drawings and Specifications, and the requirements of the proposed Contract Documents, including the Agreement for Construction, the General Conditions and the Notice of Prevailing Wage Rates, in making this Proposal. Capitalized terms used but not otherwise defined in this Proposal Form shall have the same meanings as designated in the Request For Competitive Sealed Proposals.

A.1 Pricing Schedule (Express in words and numbers.)

Base Proposal _____

_____

($)

*If applicable, indicate the amount of HAZMAT Abatement included in the Base Proposal.

_____

_____

Unit Prices:

The Offeror agrees that the Base Proposal shall be adjusted by the amounts indicated below for each unit price indicated below:

Unit Price No. 1: Install New Wood Nailers $_____/bd ft

Unit Price No. 2: Replace Wood Nailers $_____/bd ft

Unit Price No. 3: Install New Plywood $_____/3/4"x4' x 8' sht.

Unit Price No. 4: Metal Deck Repair (MDR-1) $_____/each

Unit Price No. 5: Metal Deck Repair (MDR-2) $_____/100 sf

Unit Price No. 6: Metal Deck Repair (MDR-3) $_____/100 sf

($)

A.2 Substantial Completion Date

All of the Work must be substantially completed no later than **August 2, 2019.**

A.3 Liquidated Damages

AISD shall have the right under the Contract to assess liquidated damages for each and every calendar day beyond the Substantial Completion Date set out in the Contract that the Work fails to be substantially complete in the following amount per day: **$500**.

B. Enclosed Documents

The following are enclosed with this completed Proposal:

B.1 Proposal Guaranty

A Proposal Guaranty in the amount of 5% of the maximum total proposed Contract Amount (i.e. the sum of the Base Proposal and all additive Alternates) in the form of either a cashier's check payable to Austin Independent School District or a Proposal Bond on the required Proposal/Bid Bond Form.

B.2 Other Documents Due

The following are enclosed with this Proposal and **due NO MORE than 24 hours after** the Proposal regarding the Work:

The required HUB documents requested for the project

C. Offeror Representations and Certifications

C.1 By signing and submitting this Proposal, the undersigned Offeror and person signing on its behalf certifies and represents to the Austin Independent School District as follows:

C.1.1 Offeror has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Tex. Penal Code, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Proposal;

C.1.2 Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal;

C.1.3 Offeror has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and Offeror will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent or employee of the Austin Independent School District in return for the person's having exercised official discretion, power or duty with respect to this Proposal;

C.1.4 Offeror has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent or employee of the Austin Independent School District in connection with information regarding this Proposal, the submission of this Proposal, the award of this Proposal, or the performance, delivery or sale pursuant to this Proposal;

C.1.5 Offeror has neither coerced nor attempted to influence the exercise of discretion by any officer, Trustee, agent or employee of the Austin Independent School District concerning this Proposal on the basis of any consideration not authorized by law; and

C.1.6 Offeror has not received any information not available to other offerors so as to give the undersigned a preferential advantage with respect to this Proposal.

C.2 All information contained in this Proposal, including the information provided in Section D below is, to the best of the undersigned's knowledge and belief, true, complete and accurate.

C.3 OFFEROR WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND AISD, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF AISD'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS, INCLUDING, THE ADMINISTRATION OF THE REQUEST FOR COMPETITIVE SEALED PROPOSALS, THE PROPOSAL EVALUATIONS, AND THE SELECTION OF THE OFFEROR. SUBMISSION OF A PROPOSAL INDICATES OFFEROR'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND OFFEROR'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY AISD DURING THE SELECTION PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OFFEROR ACKNOWLEDGES THAT AISD SHALL DOCUMENT THE BASIS OF ITS SELECTION AND SHALL MAKE THE EVALUATIONS PUBLIC NOT LATER THAN THE 7TH DAY AFTER THE DATE THE CONTRACT IS AWARDED, AND OFFEROR WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

C.4 Offeror has received the following Addenda to the Request For Competitive Sealed Proposals, but agrees and understands that it will be responsible for performing the Work in accordance with all terms and conditions in all Addenda issued in connection with the Request For Competitive Sealed Proposals, and that its Proposal will be construed to include all requirements of all such Addenda, whether or not identified here:

Addenda No.(s) _____

C.5 Offeror (or its subcontractors/suppliers, as applicable) meets all of the Minimum Qualifications specified in Section 1.3 of the Request For Competitive Sealed Proposals.

C.6 The subcontractors/suppliers listed on the completed Disclosure Statement meet all of the qualifications for the Project set forth in AISD's Project Manual/Specifications.

C.7 If requested by a subcontractor or material supplier who submitted a bid/proposal to Offeror in connection with the Work but who is not listed as a proposed subcontractor or supplier on Offeror's completed Disclosure Statement, Offeror will provide feedback to such subcontractor or supplier as to how its bid/proposal compared with the other bids/proposals received by Offeror for the same services or materials in connection with the Work (e.g., bid was highest bid received, bid fell in the middle of bids received, etc.).

C.8 To promote and encourage the involvement of small, local firms and firms owned or operated by minorities or women, Offeror will solicit and consider bids/proposals from subcontractors covering only certain components of the scope of the Work for which particular bids/proposals are solicited, in addition to soliciting and considering bids/proposals from subcontractors for complete scopes of the Work.

D. Offeror Information

All of the following information must be provided by Offeror. Use additional sheets if necessary. If additional sheets are used, clearly indicate the question number to which you are responding. Responses must be typed or printed neatly. Illegible responses will not be considered. The Offeror is also sometimes hereinafter referred to below as the "organization" or the "company."

D.1 General Information

D.1.1 Name of Offeror:_____

D.1.2 Name of Project:_____
_____

D.1.3 Address of office from which Offeror will conduct the Work:
_____

D.1.4 Offeror's Contact Person for this Work:
Name: _____
Address: _____ Phone:_____

D.1.5 Offeror's Home Office Address:
_____

D.1.6 Does any relationship exist between the Offeror, its officers, principals, or employees and any of AISD's officers, or Trustees? ☐ YES ☐ NO
If yes, please explain. _____

D.1.7 Principal Business:
☐ General Construction ☐ Mechanical/Electrical/Plumbing
☐ Roofing ☐ Interior Finish-out
☐ Other (Please specify)_____

D.1.8 Licensing/Certifications for Prime Contractors:
List trade categories in which your organization is legally qualified to do business in Austin, Texas, and indicate registration or license numbers, as applicable.

If a Technology, Fire Alarm, Security or Roofing specialty contractor, please provide a list of each manufacturer with which your organization is authorized/certified to supply, service and install their products. Submit letters and certificates from the manufacturers, on manufacturers' letterheads, regarding the authorization to supply, service and install their products and, in addition, provide copies of certifications for the various personnel involved in the Project.

D.1.9 Minimum Qualifications:
To the extent not otherwise described in Section 1.8 above, describe your organization's compliance with all Minimum Qualifications set forth in Section 1.3 of the Request For Competitive Sealed Proposals and include all necessary attachments evidencing same.

D.1.10 Work to be Performed on this Project by Offeror's Own Forces:
List the general categories of work that your organization intends to perform on this Project using its own forces.
_____

D.2 Organization

D.2.1 How many years has your organization been in business as a contractor? _____

D.2.2 How many years has your organization been in business under its present business name? _____

D.2.3 Under what other or former names has your organization operated?
Name:_____ Years: _____
Name:_____ Years: _____

D.2.4 If your organization is a corporation, answer the following:
Date of incorporation: _____ State of incorporation:_____
President's name: _____

D.2.5 If your organization is a limited liability company, answer the following:
Date of organization: _____ State of organization: _____
President's, Manager's or Managing Member's name:_____

D.2.6 If your organization is a partnership, answer the following:
Date of organization: _____ Type of Partnership: _____
Name(s) of general partner(s):_____

D.2.7 If your organization is individually owned, answer the following:
Date of organization: _____ Name of owner: _____

D.2.8 For all business entities other than publicly held corporations, provide the following:

Award to Nonresident Bidders
Is your business organized under the laws of the State of Texas?□ YES □ NO
What is the location of your principal place of business?
_____
Proposals from nonresident contractors shall be evaluated according to Tex. Gov. Code § 2252.002.

D.2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms._____

D.3 Relevant Experience

D.3.1 **On the attached Table A,** list all projects your company has in progress and provide all additional information requested.

D.3.2 **On the attached Table B,** list all school projects that your company has completed in the past eight (8) years, beginning with AISD schools, and provide all additional information requested. As used herein, "school" means K-12 and higher education.

D.3.3 **On the attached Table C,** list all non-school projects your company has completed in the past eight (8) years and provide all additional information requested.

D.3.4 Describe the way in which your company develops and maintains project schedules. How often do you update schedules? **Limit your response to one page.**

D.4 Past Performance

D.4.1 Claims and Suits. (If the answer to any of the questions below is yes, please attach details not to exceed one page for each of the following questions.)

Has your organization ever failed to complete any work awarded to it? (If yes, attach details.)

☐ YES ☐ NO

D.4.2 Are there any judgments, claims, arbitration proceedings or suits (past, pending or outstanding) against your organization or its officers arising out of or in connection with your company's performance under a contract for construction management and/or construction services? (If yes, attach details, including a description of how such suits or claims were resolved, if applicable.)

☐ YES ☐ NO

D.4.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? (If yes, attach details.)

☐ YES ☐ NO

D.4.4 Has your organization been assessed liquidated damages on a project in the last eight (8) years? (If yes, attach details.)

☐ YES ☐ NO

D.4.5 Within the last five years, has any officer or principal of your organization ever been an officer or principal of **another** organization when it failed to complete a construction contract? (If yes, attach details.)

☐ YES ☐ NO

D.4.6 Trade References. Provide the following information for three trade references:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

D.5 Personnel

D.5.1 **On the attached Table D,** list the names of the key individuals [Project Manager, Construction Superintendent, Assistant Superintendent (if applicable), and Field Engineer(s)] of your organization which are proposed to be assigned to this Project and provide the additional information requested on Table D. For each key individual listed on Table D, provide a resume (not to exceed 2 pages) which includes the key individual's construction experience and a description of his/her qualifications and experience relative to the Project.

D.6 Financial

Bank References - Provide the following information for three Bank references:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

D.6.1 Surety:

D.6.1.1 Name of your organization's bonding company:
_____

D.6.1.2 Name, address and phone number of agent:

Company name: _____
Contact person:_____
Address :_____ Telephone:
_____

D.6.2 Financial Statement. All statements submitted will be used exclusively by AISD in the evaluation of the award of the contract on the underlying project. Statements will be kept confidential to the extent permitted by law.

D.6.2.1 Attach an audited or reviewed financial statement, including an independent auditor's report, balance sheet, income statement, and the related notes to the financial statement. Financial statements that are more than one-year old are not acceptable.

D.6.2.2 Name and address of firm preparing attached financial statement, and date thereof:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

D.6.3 If financial statements for an affiliate of the organization are also attached, will such organization act as guarantor of the contract for construction?

□ YES □ NO

State whether your company is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify date(s), details, circumstances, and prospects for resolution.)

D.6.4 State whether your company is currently contemplating or has pending a petition in bankruptcy for debt relief, or whether a creditor has threatened to file an involuntary petition against Offeror.

D.7 Safety Record

D.7.1 Please provide the following information in connection with your organization's safety record:

7.1.1 Your organization's OSHA (Occupational Safety and Health Administration) 300 Logs for the last three completed Calendar (3) years.

- OSHA log must be completed signed and dated. If no accidents, record "0" in appropriate column totals.

7.1.2 Loss run from your organization's insurance carrier or insurance agent covering your organization's workers' compensation insurance coverage. (Loss run is also referred to as "statement of claims" or SOC.) A loss analysis/loss summary may be submitted as long as it contains individual claims descriptions.

- Loss run must be provided by your organization's insurance carrier or insurance agent. Insurance carrier's company name or insurance agent (agency) must be clearly legible on documents provided.
- Names of claimants on loss run may be redacted/blackout.
- If there have been no losses, provide copy from your firm's insurance carrier stating no losses.
- Loss run/Loss Analysis/Loss Summary must be from the most recently completed policy year.

7.1.3 Loss ratio from your organization's insurance carrier or insurance agent covering your organization's workers' compensation insurance coverage.

- Loss ratio must be provided by your organization's insurance carrier or insurance agent. Insurance carrier's company name or insurance agent (agency) must be clearly legible on documents provided.
- Time period corresponding to loss ratio must be provided for the most recent completed policy year.
- Typed or handwritten information concerning loss ratio prepared by your firm WILL NOT be accepted.
- Experience rating documents WILL NOT be accepted for this Paragraph 7.1.3.11
- If your Loss Run/Loss Analysis/Loss Summary for the most completed policy period indicates no losses, then a separate document showing 0 % loss ratio will not be required.

7.1.4 Your organization's current experience modifier from your organization's workers' compensation insurance premiums provided by your organization's insurance carrier, insurance agent or rating agency.

- Experience modifier must be provided by your organization's insurance carrier, insurance agent or rating agency. Insurance

carrier's company name or insurance agent (agency) must be clearly legible on documents provided.

- Experience modifier must clearly indicate time period/year covered.
- Hand-written experience modifiers WILL NOT be accepted.
- Experience rating documents indicating a calculated experience modifier will be accepted provided there is a final calculated experience modifier with applicable year indicated

Executed as of this _____ day of _____, 20_____.

Offeror: _____
(Full legal name of firm, including DBA, if applicable)

Address: _____

_____

City, State, Zip Code:_____

By: _____

Name:_____

Title:_____

Date:_____

Telephone: _____

Email:_____

Table A - All Projects in Progress

	Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Pe Co
1							
2							
3							
4							
5							
6							

Total Value of All Projects in Progress: $_____

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Table B - All School (K-12 and higher education) projects completed in the past 8 years, beginning with projects for AISD

	Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Original Contract Amount	Total Change Order Amount	Final Contract Amount	Dat Co
1									
2									
3									
4									
5									
6									

Total Value of All School Projects Completed in the Past 8 Years: $_____

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Table C - All Non-School projects completed in the past 8 years

	Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Original Contract Amount	Total Change Order Amount	Final Con Amount
1								
2								
3								
4								
5								
6								

Total Value of All Non-School Projects Completed in the Past 8 Years: $_____

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Table D – Personnel

Key Individuals	**Number of years with this Company**	**Commitment for duration of the Project (Yes or No)**
Project Manager (Name):		
Construction Superintendent (Name):		
Assistant Superintendent (Name):		
Field Engineer (Name):		

Number of school projects this tea
completed together:

_____

Number of non-school projects this
has completed together:

_____

List below the names of all school and non-school projects that at least two of the key individuals listed above have worked on togeth

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.
17.	18.
19.	20.
21.	22.
23.	24.

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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GENERAL CONDITIONS OF THE

CONTRACT FOR

CONSTRUCTION

1. Article 1. GENERAL PROVISIONS

1.1 DEFINITIONS

A. "Agreement" means, as applicable, AISD's Agreement for Construction Contract between Owner and Contractor (Form AISD/Con), AISD's Agreement for Construction between Owner and Construction Manager-at-Risk (Form AISD/Con- CMR), AISD's Agreement Between Owner and Design/Build Contractor (AISD/Con- Design Build, hereinafter sometimes specifically referred to as a "Design/Build Agreement") or AISD's Job Order Contract between Owner and Contractor (Form AISD/Con-JOC), which incorporates each Task Order executed thereunder.

B. "AISD" or "Owner" means the Austin Independent School District of Travis County, Texas.

C. "Architect/Engineer" means the person or organization designated to perform the functions of Architect/Engineer or Project Architect, for this Contract, or in a separate writing signed by a Contracting Officer.

D. "Change Order" means a written amendment to the contract mutually agreed to by the Owner and Contractor that is generally based on a Change Order Request.

E. "Change Order Request" means a written document initiating a change in the Work. F. "Claim" means, as between the Owner and the Contractor, an assertion that the party making the claim is entitled, as a matter of right, to an adjustment in the Contract Amount, and/or the Contract Time, or is otherwise entitled to payment or damages. With regard to third persons, including subcontractors, a claim is an assertion of entitlement to payment or damages.

G. "Contract" means the Contract Documents that form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a

contractual relationship of any kind between the Architect/Engineer and Contractor, or between the Owner and a subcontractor.

H. "Contract Amount" or "Proposal" means the amount identified in the Contract as the sum of the Cost of the Work and the Contractor overhead and profit, subject to adjustment as provided in the Contract Documents. The term Contract Amount shall have the same meaning as "Contract Sum" or "Contract Price." In Contracts

establishing a Guaranteed Maximum Price, the Contract Amount shall not exceed the
Guaranteed Maximum Price.

I. "Contract Documents" consist of the (i) Agreement, (ii) Special Conditions (if any), (iii) Supplemental Conditions (if any), (iv) Owner's General Conditions of the Contract for Construction ("General Conditions"), (v) Owner's Notice of Prevailing Wage Rates (the "Notice of Prevailing Wage Rates"), (vi) Drawings and Specifications, (vii) Owner's Solicitation Documents and the Contractor's response, to the extent not modified by the other Contract Documents, and any attachments and exhibits to any of the foregoing, and Modifications issued after execution of the Contract. In the event of a conflict between two or more of the Contract Documents, each shall prevail over the other in the order of preference listed above, unless otherwise provided by the terms of the Contract Documents. In the event of a conflict between the Drawings and the Specifications, the provisions of Section 1.2.B. shall apply.

J. "Contract Time" means the time provided in the Contract Documents for substantial and final completion of the Work.

K. "Contracting Officer" means a person authorized to bind Owner in matters relating to the Contract; specifically, the President of the Board of Trustees of AISD, the Superintendent of Schools of AISD, the Chief Financial Officer of AISD, the Executive Director of Facilities of AISD, the Executive Director of Construction Management of AISD, or such other person as may be authorized by resolution of the Board of Trustees of AISD to exercise the functions of a Contracting Officer for this Contract.

L. The "Contractor" means "Contractor," "Design/Build Contractor," "Construction Manager-at-Risk," "Proposer", "Offeror," or "Bidder" as identified in the Contract Documents.

M. "Cost of the Work" shall mean the actual cost of all Work provided by Contractor under the Contract which is subject to payment or reimbursement by Owner, unless otherwise provided in the Agreement.

N. "Day" means a calendar day unless the context indicates otherwise or the term "business day" is used. A business day shall mean weekdays but exclusive of Federal holidays.

O. "Drawings" means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations,

sections, details, schedules and diagrams. The term "Drawings" does not include shop drawings.

P. "Final Completion" means the date the Contract has been fully performed by the Contractor (except for the Contractor's responsibility to correct defective or

nonconforming Work, and to satisfy other requirements, if any, which necessarily survive final payment), and a final Certificate for Payment approved by the Owner has been issued by the Architect/Engineer.

Q. "Modification" is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) an Interim Change Authorization, or (4) a written order for a minor change in the Work issued by the Architect/Engineer or Owner.

R. "Person" means an individual, sole proprietorship, corporation, limited liability company, partnership, limited partnership, or other entity.

S. "Personal property" means any property that is not real estate.

T. "Preconstruction" or "Preconstruction Phase" means the period after execution of the Contract but prior to the commencement of construction.

U. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

V. The "Project Manual" is a volume assembled for the Work which may include the bidding requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

W. "Solicitation Documents" means the documents issued by Owner to solicit construction services, including the Request for Bids, Request for Competitive Sealed Proposals, Request for Qualifications, the Instructions, the Forms, any Drawings, Specifications or other documents or information referred to therein, and all Addenda.

X. "Solicitation Process" means the process by which the Owner advertises for and selects the Contractor for the performance of services and the Work.

Y. "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Z. "Subcontractors" are those persons or organizations having a contract with the Contractor or another subcontractor to (i) perform labor, (ii) supply materials or equipment, or (iii) fabricate materials or equipment off-site.

AA. "Submittals" means shop drawings, product data, and samples as defined in Article 3, Section 3.7A and B herein, and any other documents or items required to be submitted by Contractor to Architect/Engineer or Owner under the terms of the Contract Documents or in connection with the Contract.

BB. "Substantial Completion" is that stage of completion, short of final completion, at which the Work, or a discrete portion thereof, is usable by the Owner for the purpose for which it is intended (any necessary Certificate of Occupancy having been obtained), and at which, in order to obtain possession and control of the Work or the particular discrete portion, it is advantageous to the Owner to assume the burden of maintenance and risk of loss thereof.

CC. The "Work" means the construction and services defined in the Agreement and required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services to be provided by the Contractor to fulfill the Contractor's obligations and labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers, or any other entity for whom the Contractor is responsible under or pursuant to the Contract. The Work may constitute the whole or part of the Project.

Any terms used in the General Conditions which are not expressly defined herein, or in the other Contract Documents, or which do not have a specific meaning inferable from the context in which they are used, shall have the meanings normally ascribed to them in the construction industry, particularly as those terms are used and understood in Austin, Texas or in the location where the Work is performed.

1.2 CORRELATION AND INTENT

A. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are evidently necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. In the event Contractor has any questions or concerns regarding the Drawings or Specifications, or the completeness, adequacy or constructability of any of the design documents, or if Contractor believes that there is an error or inconsistency in any of the design documents, Contractor shall notify Owner and Architect/Engineer as soon as possible, and shall request clarification or additional information from Architect/Engineer.

B. In the case of an inconsistency between Drawings and Specifications, or within either document, and not clarified by addendum, or responses to requests for information, the better quality or greater quantity of Work described shall be provided in accordance with the Owner's interpretation.

Contractor in dividing the Work among subcontractors or in establishing the extent of what is to be performed by any trade.

D. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

E. The Specifications and the accompanying Drawings are the property of Owner and shall be returned to Owner upon request at the completion of the Work. The Contractor may retain one record set.

F. Time is of the essence in this Contract.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

A. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect/Engineer and the Architect/Engineer's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. Neither the Contractor nor any subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants who shall be deemed the authors of them and will retain the rights provided in the Agreement between Owner and Architect/Engineer. All copies of Instruments of Service, except the Contractor's record set, shall be suitably accounted for to the Architect/Engineer and Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants, and copies thereof furnished to the Contractor, are solely for use with respect to this Project. The Contractor, subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' copyrights or other reserved rights.

B. Contractor shall restrict its Work to the designated areas of the Project site, and any other work areas which Contractor is permitted to use by Contract or lease. Contractor shall not trespass onto the property of any other person or conduct

Work in areas prohibited by Owner. Contractor shall not permit vehicles, debris, materials or equipment to be placed or stored on the property of a third party or within public rights

to do so, or is otherwise complying with applicable law. In using easements or rights of way, Contractor shall conform to all applicable usage requirements established by law or the documents creating the easement or right of way.

2. Article 2. RESPONSIBILITIES OF THE ARCHITECT/ENGINEER

2.1 OWNER/ARCHITECT/ENGINEER RELATIONSHIP

A. All formal communications from the Contractor to Owner in connection with the Contract shall be in writing addressed to the attention of the Owner's Contracting Officer, with a copy to Owner's designated project manager ("Owner's Project Manager"), shall reference the Contract by project name and number, and shall be transmitted in duplicate. Any or all of the Owner's formal communications to Contractor will be issued by the Owner or through the Architect/Engineer. In the case of a Design/Build Agreement, formal communications from the Contractor to Owner in connection with the Design/Build Agreement shall be in writing addressed to the attention of the Owner and the Owner's Contracting Officer, with a copy to Owner's Consultant.

B. The Owner's Project Manager and Owner's Consultant do not have the authority to execute Change Orders or agree to changes in the Work which affect the Contract Amount or the Contract Time. These changes must be approved by the appropriate Contracting Officer.

C. The Architect/Engineer shall advise and consult with the Owner as is necessary for the proper administration of the Project.

D. The Contracting Officer may delegate any part of his respective functions hereunder, but the Contractor will be notified in writing of any such delegation and the extent thereof.

2.2 CONTRACT ADMINISTRATION

A. Architect/Engineer will perform all obligations under the Agreement between Owner and Architect/Engineer, including those set forth below. The Architect/Engineer will inspect the Work for general compliance with the Contract Documents. The Architect/Engineer will initiate Change Orders Requests and evaluate the Contractor's proposed cost and related time. The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Architect/Engineer will review, upon receipt from the Contractor, the as-built drawings, written warranties, owner's manuals and related documents required by the Contract. The Architect/Engineer will review requests for payment submitted by Contractor and will make recommendations to Owner on payment.

In the case of a Design/Build Agreement, the parties’ responsibilities will be governed

by the Construction Contract Administration provisions contained within the
Design/Build Agreement.

3. Article 3. RESPONSIBILITIES OF THE CONTRACTOR

3.1 SUPERVISION AND DUTY

A. Contractor will provide all labor, equipment, and materials necessary to perform the Work in accordance with the terms of the Contract Documents and will supervise the performance of such Work and perform the other obligations set out in the Contract Documents within the time periods provided therein. Contractor will perform all Work in a good and workmanlike manner, free from negligence and defects in labor and materials, and in conformance with all applicable federal, state and local laws and the Contract Documents. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Project site at all times, skilled subcontractors and laborers sufficient in number and expertise to perform the Work in accordance with the Contract Documents, and within the Contract Time. Contractor shall be responsible for the performance and services of all subcontractors, suppliers, and persons providing labor or materials for the Work in connection with the Contract, and the acts and omissions of such persons in the performance of the Work shall be deemed to be those of Contractor.

B. The Owner will furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site to the extent provided in the Agreement or otherwise agreed to by Owner and Contractor in writing. Owner shall decide what surveys, soil analyses and other studies by consultants are to be performed in accordance with the Work and the scope of such consulting services and shall provide Contractor with the results of all such surveys, studies and analyses, provided however that Owner does not warrant or guarantee the accuracy or completeness of any information so provided. Contractor shall have the full responsibility for determining the location of all utilities. Contractor shall confirm the location of each utility shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work and as may be included in the Specifications. The Contractor shall make available the results of any site investigation, test borings, analyses, studies or other tests conducted by, or in possession of the Contractor or any of its agents. The Contractor represents that it is generally familiar with the Project site. The Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements and easements. Nothing in this subsection shall be read or construed as limiting the responsibilities of the Contractor or its

subcontractors pursuant to the terms of these General Conditions, or under other terms of the Contract.

C. Subject to Section 7.1.C hereof, the Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer’s administration of the

Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

D. Except as provided in the Contract Documents to the contrary, direct communications between Owner and Contractor that affect performance or administration of the Contract shall be made or confirmed in writing by Contractor with copies forwarded to Architect/Engineer.

E. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe or may otherwise be objectionable, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer. If the Contractor is then instructed by Owner to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Contractor shall not be responsible to Owner for any resulting loss or damage unless caused by the negligence or intentional misconduct of Contractor or persons performing Work under the Contract.

F. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors.

G. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

H. All employees and subcontractors of the Contractor shall be qualified by training and experience to perform their assigned tasks. The Contractor shall not use in the performance of the Work or permit to be used any employee or subcontractor who is incompetent, careless, or unqualified to perform the Work assigned to it. Contractor shall engage sufficient workers on the Project at all times to perform the Work in a good and workmanlike manner and in the time periods required by the Contract Documents.

I. The Contractor agrees that in the performance of the Work called for by this Contract, it will employ only such labor, and engage subcontractors that employ only such labor, with the requisite skills, expertise and experience to perform the Work required of

such persons in a good and workmanlike manner, and who will not delay or interfere with the lawful progress of the Project within the Contract Time, and will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure or other improvement which the Contractor or any other contractors may then be erecting or altering on behalf of Owner.

J. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by the Contractor or any of its subcontractors, Owner, at its option and without demand, may terminate the Contract for convenience unless the Contractor shall remedy the strike or work stoppage or other disruption within twenty (20) calendar days after the dispute arises.

K. Contractor shall furnish Owner, on request, resumes of Contractor's key personnel involved in the day-to-day Work on the Project.

L. Contractor will not permit at any time alcohol, controlled substances or firearms to be present at the Project site. No smoking will be permitted in any area of the Project which is enclosed or in the finish-out stage of construction.

M. Lot lines and permanent benchmarks have been established as shown on the Drawings.

The Contractor shall be solely responsible for properly laying out the Work and the Project unless there are errors not reasonably discoverable by Contractor, and for all lines, elevations and measurements for all of the Work executed under the Contract Documents. Contractor shall verify the figures shown on the Drawings before laying out the Work and will be held responsible for all costs resulting from its failure to do so.

N. The Contractor has the responsibility to ensure that all material suppliers and subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and times and that they provide materials on time. The Contractor shall coordinate its Work with that of all other persons or entities performing Work on the Project including deliveries, storage, installations and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of all materials and equipment required under the Contract Documents. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

O. The Contractor shall employ at the Project site at all times during the progress of the Work a competent, English-speaking project manager ("Contractor's Project Manager"), a competent, English-speaking superintendent ("Superintendent") and any necessary English-speaking assistants to supervise and direct the Work. The list of all supervisory personnel, including the Contractor's Project Manager and Superintendent, that the Contractor intends to use on the Project and a chain-of-

command organizational chart shall be submitted to the Owner and Architect/Engineer for approval. The Contractor shall not engage supervisory personnel or utilize an organizational structure and chain-of-command other than as approved by Owner and Architect/Engineer, and shall not change such form or organizational structure without the written approval of the Owner and Architect/Engineer. The Contractor's Project Manager or Superintendent shall represent the Contractor in Contractor's absence and all communications given to the Contractor's Project Manager or Superintendent shall be as binding as if given to the Contractor. The Contractor shall not remove an approved Superintendent from the Work without written, timely notice to Owner of such Superintendent's removal and the proposed replacement having been approved by the Architect/Engineer and Owner. Owner and Architect/Engineer shall have the right to reasonably require Contractor to remove from the Project any Superintendent or on-site supervisor whose performance is not reasonably satisfactory to Owner and Architect/Engineer and replace such Superintendent or on-site supervisor with a Superintendent or on-site supervisor satisfactory to Owner and Architect/Engineer.

P. The Contractor shall provide the Owner and Architect/Engineer access to the Work in preparation and progress wherever located at all times.

3.2 CONDITIONS AFFECTING THE WORK

A. In agreeing to perform the Work within the Contract Time and for the Contract Amount as set forth in the Contract, including any Contract Time and Guaranteed Maximum Price established by amendment to a Construction Manager-at-Risk Contract, Contractor acknowledges, represents and warrants to Owner that it has thoroughly reviewed all of the Contract Documents, and has visited and examined the site as to visible surface conditions or conditions ascertainable from the results of any subsurface tests or information provided in connection with the Project, the Contract Documents, and reasonably examined all legal, physical, and other conditions affecting the Work, including without limitation, all soil, subsurface, water, survey and engineering reports and studies delivered to or obtained by the Contractor in connection therewith. Contractor specifically warrants and represents to the Owner that it has by such careful examination of such information and based thereon, satisfied itself as to: (1) the nature, location, and character of the Project and the Project site; (2) the nature, location, and character of the general area in which the Project is located; (3) the conditions prevailing at the Project site, including climactic and weather conditions that are normal for the area, and those that are currently prevailing at the Project site; (4) anticipated labor supply and costs; (5) sufficiency and completeness of the Contract Documents, including the Drawings and Specifications, and the (6) availability and costs of labor, materials, supplies, professional services and equipment, in order to complete the Work in accordance with the Contract Documents, within the Contract Time and for not more than the Contract Amount. Contractor represents that all subcontractors engaged or to be engaged in the performance of the Work will be familiar with the requirements for performance by them of their obligations. The Owner shall not be obligated to make any adjustment in the Contract Time, Contract Amount and/or Guaranteed Maximum Price (if any)

set out in the Contract, due to any failure by the Contractor to perform any of the foregoing examinations or determinations, or any misestimate or miscalculation of Contractor, or any subcontractor or supplier in connection therewith.

B. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to the Contract, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the Project site affecting it. The Contractor shall notify the Architect/Engineer of materials, systems, procedures or methods of construction, either shown on the Drawings or Specifications, that it believes are incorrect, inadequate, obsolete, unsuitable for the purpose intended, or which could have an adverse effect upon installation or completion by others under separate contracts. These services shall be performed during the Preconstruction Phase to the greatest extent possible, but in any event before the commencement of Work affected by such matters. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect/Engineer and Owner as a request for information in the form as the Architect/Engineer and Owner may require. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect/Engineer and Owner, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect/Engineer and Owner. All notifications required by this Section 3.2 shall be given no later than five (5) days after Contractor first becomes aware of the problem. If the Contractor fails to perform its obligations under this Section, or performs Work that it reasonably should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect/Engineer and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. In addition, if the Contractor fails to perform the obligations as provided in Subsections B and C, Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

C. If the Contractor believes that additional cost or time is involved in the Work because of matters noted during the Construction Phase which could not reasonably have been detected by the Contractor during the Preconstruction Phase, or because of clarifications or instructions issued by the Architect/Engineer as a result thereof, the Contractor shall promptly notify Architect/Engineer and Owner in writing as soon as possible after Contractor

becomes aware of the need for additional time or cost, but in no event later than five (5) days thereafter, and shall subsequently make a request for Change Order as provided in this Contract in order to be entitled to additional compensation or an extension of the Contract Time. Contractor shall not be entitled

to any additional time or compensation for matters that it should have reasonably noted during the Preconstruction Phase, particularly where Contractor has performed Preconstruction Services for Owner as a Construction Manager-at-Risk. If Contractor's claim for additional time or additional cost is approved by Owner, the Contract Time and/or Contract Amount shall be equitably adjusted by Change Order.

D. Any provision in the Contract Documents to the contrary notwithstanding, nothing in Sections 3.2 B and C shall reduce, diminish, limit or relieve Contractor from its obligations, representations and warranties contained in Section 3.2.A, and the Agreement.

3.3 DIFFERING SITE CONDITIONS

A. The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of:

1. Subsurface or latent physical conditions at the Work site differing materially from those indicated in the Contract Documents, or

2. Unknown physical conditions at the Work site, of an unusual nature, differing materially from those which could reasonably be anticipated to be encountered at the Project site or generally recognized as inherent in work of the character provided for in the Contract Documents.

Notice must be given to Owner as soon as possible, but in no event later than 5 days after Contractor first becomes aware of the condition.

B. The Owner and/or the Architect/Engineer shall promptly investigate the conditions, and if the Owner finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under the Contract, an equitable adjustment shall be made and the Contract shall be modified by Change Order accordingly.

C. No claim of the Contractor under this Section 3.3 shall be allowed unless the Contractor shall have given the notice required in Section 3.3.A above.

3.4 PERMITS, FEES, AND RESPONSIBILITIES

A. The Contractor shall, at Contractor’s expense as part of the cost of the Work, be responsible for obtaining all necessary licenses, fees, and permits, and for complying with any applicable Federal, State and municipal laws, codes and regulations, in connection with the prosecution of the Work. Contractor shall take proper safety and health precautions to protect the workers, the public, the Work and the property of others. Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire Work.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work.

3.5 PATENTS, COPYRIGHTS, AND LICENSES

A. The Contractor shall be responsible for obtaining all consents and licenses required to perform the Work, and to pay all royalties and license fees arising in connection with the Work performed under the Contract Documents.

B. The Contractor will defend suits or claims for infringement of intellectual property rights, patent rights, or breach of license agreements, and indemnify Owner, the Architect/Engineer and their respective officers, members of their governing body, agents and employees against all liability, loss and expense (including attorneys' fees) for such alleged infringement or breach arising out of the performance of the Contract, or out of the use or disposal by or for the account of Owner of supplies furnished, or construction Work performed under the Construction Documents. These obligations are in addition to any other indemnification obligations provided by the Contract Documents and shall survive termination of the Contract or completion of Contractor's obligations under the Contract as to events occurring prior to such termination or completion.

3.6 CONSTRUCTION SCHEDULE

A. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's review and approval a Contractor's Construction Schedule for the Work ("Construction Schedule") meeting the requirements set forth in this Section. In no event shall the Construction Schedule be submitted later than the time the Contractor submits its first Estimate for Partial Payment.

B. The Construction Schedule shall show the dates for starting and completing the various component activities making up the Work, and the logical relationships between them, and shall be in a format and in sufficient detail to permit the Work to be competently managed and its progress monitored. The level of detail shall be appropriate to the complexity of the Project and as directed by Owner, and both the level of detail and the terminology used to describe the components must align with the Contractor's Schedule of Values. The Construction Schedule shall take account of the time required for the preparation and review of required Shop Drawings and other submittals and the time periods provided in the Contract Documents for review and approval of submissions by Architect Engineer and/or Owner. The Contractor shall utilize Microsoft Project scheduling program software or other scheduling program software as approved

by Owner and shall employ the Critical Path Method ("CPM") of scheduling to develop the network logic diagrams, computer-produced schedules, and other schedule supporting data as required. The Contractor shall use

the CPM schedule to plan, coordinate and manage all construction activities of the subcontractors.

C. The Construction Schedule shall be related to the entire Project, including the time period necessary for equipment, furnishings and other materials or work to be provided by Owner through its employees or through separate contracts to be performed, and shall provide for Substantial Completion of all of the Work within the Contract Time.

D. In performing the Work, the Contractor shall comply with the most recent approved Construction Schedule. Contractor shall submit updated schedules monthly thereafter for the review and approval of the Architect/Engineer and Owner with each Estimate for Partial Payment, or more frequently if the schedule is impacted by events occurring in connection with the Work. Such submittal is a condition to Owner's obligation to make progress or other payments to Contractor under the Contract. The effect of all Change Orders and the onset of any adverse weather conditions or other events which impact the Construction Schedule or which are cited by Contractor as the basis for a request for a time extension shall be duly noted on the updated Construction Schedule and their effect on the Construction Schedule and the critical path shown. Failure to comply with this requirement may result in a denial of the Contractor's request or claim for an extension of time due to such delays. Contractor shall promptly notify Architect/Engineer and Owner as soon as it becomes aware that the Work is lagging behind the time frame shown on the latest approved Construction Schedule, regardless of the cause for such delay, and will notify them of the action that Contractor recommends or will take in order to bring the Project back on schedule, including, but not limited to, acceleration of the Work in accordance with the provisions of the Contract Documents.

E. Submittal of the Construction Schedule, and successive updates or revisions, is for the information of the Owner and Architect/Engineer, to allow them to monitor progress and to permit the coordination of their activities with those of the Contractor. Owner and Architect/Engineer shall accept or reject the submittal of a schedule within the same period allowed for review of other submittals, or if no time period is expressly provided, within a reasonable time after receipt. Acceptance of a Construction Schedule, schedule update or revision indicating a completion prior to the end of the Contract Time does not give rise to an acceleration or delay claim by the Contractor for any time outside of the schedule but included in the Contract Time. Similarly, the Owner's acceptance of a Construction Schedule, update or revision, that depicts an event which Contractor asserts as the basis for a delay claim, or a request for a time extension or cost increase, does not constitute an agreement by Owner to such request or claim, and does not relieve the Contractor from pursuing the

procedure for requesting a Change Order, time extension or claim for delay set forth in the Contract Documents. Acceptance of a Construction Schedule, update or revision does not indicate the approval by the Owner or Architect/Engineer of the Contractor's proposed sequences and duration. Acceptance of a Construction Schedule update or revision indicating late completion does not constitute the Owner's consent to a late finish, or

waive either the Contractor's responsibility for timely completion or the Owner's rights and remedies for the Contractor's failure to do so.

F. The Contractor shall prepare and keep current, for the Architect/Engineer's approval, a separate schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Architect/Engineer and/or Owner reasonable time to review submittals. It is understood and agreed that in establishing a reasonable time period for review of any submittals or requests, Owner shall be allowed a sufficient time period to submit any matter requiring Board approval to the AISD Board of Trustees at a regularly scheduled Board meeting.

3.7 SUBMITTALS

A. "Shop Drawings" means drawings, diagrams, schedules, and other data, which are prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. "Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

B. "Samples" means physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to assist in the establishment of standards by which the Work will be judged.

C. The Contractor shall review and designate (stamp) its approval and submit, with reasonable promptness and in orderly sequence, all Shop Drawings, Product Data and Samples required by the Contract Documents, or subsequently by the Owner and/or Architect/Engineer as covered by a Change Order or Construction Change Directive.

D. Shop Drawings, Product Data and Samples shall be properly identified, as specified, or as the Architect/Engineer may require. At the time of submission, the Contractor shall inform the Architect/Engineer in writing of any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Work and of the Contract Documents.

E. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor thereby represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that Contractor has checked and coordinated each Shop Drawing, Product Data and Sample with the requirements of the Work and of the Contract Documents.

F. The Contractor shall submit to the Architect/Engineer, with such promptness as to cause no delay in the Work or in the activities of the Owner or of separate contractors, the number of Contractor-approved copies of Shop Drawings, Product Data and Samples required for the Owner’s, Architect/Engineer’s and Contractor’s use. The

review by the Architect/Engineer of the Shop Drawings, Product Data or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect/Engineer in writing of such deviation at the time of submission and the Architect/Engineer has given written approval to the specific deviation, nor shall the review of the Architect/Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples.

G. The Contractor shall make any corrections required by the Architect/Engineer and shall resubmit the required number of corrected copies of the Shop Drawings, Product Data or new Samples of materials until approved. The Contractor shall direct specific attention in writing to any new revisions other than the corrections requested by the Architect/Engineer on previous submissions. In the event Contractor resubmits Shop Drawings, Product Data or Samples of materials more than one time because not previously approved, and Architect/Engineer charges Owner for Additional Services for such multiple reviews under the provisions of the Agreement between Owner and Architect/Engineer, Contractor shall be responsible for paying for, or reimbursing Owner for, the cost of such Additional Services.

H. No work requiring a Shop Drawing, Product Data or Sample submittal shall be commenced until the submittal has been reviewed and approved by the Architect/Engineer. All such Work shall be in accordance with reviewed and approved Shop Drawings, Product Data and Samples.

I. The Contractor shall maintain at the site office for the Owner and Architect/Engineer, one copy of all reviewed Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

J. The Contractor shall submit all requests for information to the Architect/Engineer for resolution.

K. The Contractor shall maintain at the Project site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work as provided in Section 3.9, signed by the Contractor, certifying that they show complete and "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters.

3.8 MATERIALS AND WORKMANSHIP

A. Contractor warrants that all materials and labor provided under this Contract shall be installed and performed in a good and workmanlike manner in accordance with the Contract Documents, and shall be free from defects and deficiencies.

B. Unless otherwise specifically provided in the Contract, all equipment, material, and articles incorporated in the Work covered by the Contract shall be new and of the most suitable grade for the purpose intended. The Contractor shall furnish to the Architect/Engineer for its approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating into the Work. When required by the Contract or when called for by the Owner or Architect/Engineer, the Contractor shall furnish the Architect/Engineer, for approval, full information concerning the material or articles the Contractor contemplates incorporating into the Work. When so directed by Owner or Architect/Engineer, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, materials, and articles installed or used without required approval shall be at the risk of subsequent rejection.

C. Architect/Engineer shall not call for lead based paint or asbestos containing materials to be used in connection with the Project. No lead based paint and no materials containing asbestos shall be incorporated into the Project. Contractor, subcontractors, and suppliers may be required to certify that these materials were not provided or installed as part of this Contract.

D. All Work under the Contract shall be performed in a skillful and workmanlike manner.

The Owner may, in writing, require the Contractor to remove from the Work any person the Owner deems incompetent, careless, or otherwise objectionable.

E. Neither custom nor usage of trade shall require Owner to accept materials or workmanship not in strict and complete compliance with the Contract Documents.

F Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, electricity and other utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

G. Should the Contract Documents require Work to be performed after regular working hours or should the Contractor elect to perform work after regular working hours, the additional cost of such Work shall be borne by the Contractor as part of the Contract Amount.

H. Should the Owner, through no default of Contractor, desire to reduce the Contract
Time and authorize overtime, the additional cost (premium portion only) shall be paid

by the Owner and the Contract Amount shall be adjusted accordingly, only if such work is authorized in writing by the Owner as a Change Order prior to performance.

I. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, or who are disorderly or who fail to observe Owner's rules for Work on the Project site.

J The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

K. The Contractor shall not damage or endanger a portion of the Work of fully or partially completed construction of the Owner or separate contractors including damage or endangerment by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. Structural members shall not be cut except with written permission of the Architect/Engineer. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

L. After installation of the Work, Contractor shall carefully fit around, close up, repair, patch and point up such Work to match adjoining surfaces by use of proper tools and materials using workers skilled in the required trades.

3.9 AS-BUILT DRAWINGS

A. During the performance of Work under the Contract, the Contractor shall record and delineate accurately on one set of prints of the Drawings, which will be furnished to Contractor by the Architect/Engineer, all changes in such Work which constitute significant departures from the original Drawings. The set of Drawings thus corrected and changed shall show the Work as actually constructed ("As-Built Drawings"). Such As-Built Drawings shall be delivered to the Architect/Engineer for review and approval at the earliest practicable date prior to completion of all Work under the Contract, but in any event not later than the date of final acceptance of the completed Work.

B. The Contractor shall review said As-Built Drawings on site with the Architect/Engineer at monthly intervals to verify proper recording of data and shall incorporate such revised Drawings as may be furnished by the Architect/Engineer as the job progresses.

C. The As-Built Drawings shall show sufficient detail to convey, among other pertinent information, the following:

1. Physical dimensions, relation to existing conditions, and horizontal and vertical location of all underground or hidden installations; and

2. All modifications to the Work as recorded in Change Orders.

D. With the As-Built Drawings, Contractor shall submit manufacturers' literature, including service manuals, schematic diagrams, control diagrams, maintenance charts, parts lists, etc., as required to provide complete equipment operation and maintenance information.

3.10 CLEANUP

A. The Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract, and shall establish a regular maintenance program to minimize accumulation of dirt and dust. Contractor shall promptly remove any dirt or debris resulting from the Work which is on adjacent streets and shall with the consent of adjoining landowners, remove such dirt or debris from adjoining properties.

B. At Substantial Completion, all interior floors shall be cleaned in accordance with Owner's directions, carpets shall be vacuumed, glass in doors and windows shall be cleaned, countertops, cabinets and other surfaces shall be free from debris, dirt and dust, landscaping shall be neat and plants and grass installed as part of the Work shall be healthy and in good condition, and exterior surfaces and walkways shall be free from dirt and debris. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

C. Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall clean and remove from the Work site all surplus and discarded materials, temporary structures and debris of every kind.. Surplus and waste materials removed from the Work site shall be disposed of in accordance with applicable laws and regulations. The Contractor shall remove from and about the Project site the Contractor's tools, construction equipment and machinery, and all spillage and tracking arising from the performance of the Work from such areas.

D. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the Project site and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

3.11 WARRANTIES

A. In addition to all other warranties provided in or pursuant to the Contract Documents, and without limitation or restriction on the rights and remedies of Owner arising in connection with the obligations of the Contractor under the Contract Documents, the

Contractor warrants the materials, workmanship and Work to be in conformance with the Contract Documents and to be free from defects in materials and workmanship for a period of one year. Unless (i) the terms of the Contract Documents call for the warranty period to begin at final completion, (ii) Owner expressly agrees to a warranty period for a component of the Work which runs from the date of Substantial Completion of the component, (iii) otherwise provided in the Contract Documents, (iv) otherwise agreed to by Owner and Contractor in writing, or (v) otherwise provided in Architect's Certificate of Substantial Completion for certain punch list items pursuant to Section 8.3.A hereof, the warranty provided by this Subsection 3.11.A will be deemed to run from the date of Substantial Completion of the Work as documented by the Architect/Engineer pursuant to the terms of the Contract. The warranty described herein binds the Contractor to repair or replace (at the option of Architect/Engineer or Owner) without cost to Owner, any Work that is out of compliance with the Contract Documents and any Work which during the one-year period described herein exhibits defects in workmanship or materials or which malfunctions or fails to work correctly or in the manner intended. The Contractor shall, at Contractor's own expense, correct any such defect or deficiency no later than thirty days after receiving written notice of such defect from the Owner or Architect/Engineer, or within such shorter period of time as Owner or Architect/Engineer may reasonably request. Contractor shall be obligated as part of its warranty obligation, to repair or replace any other portion of the Work damaged or destroyed by (i) the non-complying, malfunctioning or defective Work, or (ii) the process of repairing or replacing the non-complying, malfunctioning or defective Work. The warranty provided herein will be extended by any work performed by the Contractor (or performed by the Owner or Surety in the event Contractor fails to perform its warranty obligations) in repairing or replacing non-complying, malfunctioning or defective work or materials, so that all repaired or replaced work shall have, in addition to any manufacturer's warranty, a one-year warranty from Contractor from the date repairs or replacements are completed. In the event Contractor fails to comply with these provisions, Owner shall have, in addition to any other rights and remedies provided by law or the Contract Documents, the right to (i) perform the repair or replacement by its own employees or other contractor and demand reimbursement from Contractor for all amounts incurred by Owner, in which event Contractor shall pay said amounts to Owner within 30 days after demand, and/or (ii) make demand on Surety to perform Contractor's obligations. The Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not executed by the Contractor except as authorized herein, improper or insufficient maintenance by Owner, improper operation by Owner, or normal wear and tear and normal usage. If required by the Architect/Engineer or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the Work.

B. Work not conforming to Contract requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall perform all work reasonably required to correct Work with errors, omissions, defects or deviations from what is required by the Contract Documents, at no cost to the Owner.

C. All warranties required by the Contract Documents shall include labor and materials and shall be signed by the manufacturer and/or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be delivered to the Architect/Engineer upon completion of the Work and before the submission of Contractor's Final Estimate for Partial Payment. At the time of final completion of the Work, the Contractor agrees to assign to the Owner any and all manufacturers' warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties.

D. In addition to the foregoing stipulations, the Contractor shall comply with all other warranties referred to in any portions of the Contract Documents, and where warranties overlap, the more stringent requirement shall govern.

E. The Contractor represents, warrants and covenants to the Owner that it is fully authorized and qualified to enter into the Contract and that if all or any portion of the Work is required by law or by the Contract Documents to be performed by persons with special or specific licensure, certifications, training or qualifications, the employees and/or subcontractors selected to perform such Work shall be, and shall remain, fully licensed, certified, trained and qualified to perform such Work throughout the term of the Contract. Contractor will provide evidence of the same to the Owner upon request.

F. The provisions of this Section 3.11 shall survive the termination of this Contract, howsoever caused, and no partial payment, or final payment by Owner, nor issuance of a certificate of Substantial Completion nor a certificate of final completion, nor acceptance of occupancy in whole or in part of the Work shall waive or release any of the provisions of this section or constitute an acceptance of defective Work or Work which does not comply with the Contract Documents.

G. In the event items on the punch list (as defined in Section 8.3 below) at Substantial Completion are not completed within the period fixed by Architect/Engineer in the Certificate of Substantial Completion pursuant to Section 8.3.A hereof, the warranty on those items shall commence on the date of final acceptance of the Work or completion of those items to the reasonable satisfaction of Architect/Engineer and Owner, whichever is later.

3.12 INDEMNIFICATION

A. To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, defend and hold harmless Owner, its officers, trustees, agents, employees, and representatives from and against any liability, damages, costs,

loss, expenses, claims, actions, proceedings, suits (including attorneys’ fees, court costs and other expenses of suit), whether groundless or not, judgments and awards, arising out of, in connection with or related to the performance of Work by Contractor, its employees,

any subcontractor, or other person performing services or work on behalf of any of them, including a default by Contractor under the provisions of the Contract Documents or a failure to obtain or maintain insurance required by the Contract Documents. This indemnification shall apply to, but not be limited to, any damage to property or injury (including death) to person (including any damage or injury to property or person or any employee of the Contractor, its subcontractors, Owner, or the Architect/Engineer) which may occur or be alleged to have occurred in connection with the performance of this Contract. Contractor shall not be obligated to indemnify any of the indemnified parties against their own negligence; **however, to the fullest extent permitted by applicable law, Contractor shall be required to defend the indemnified parties against liability, damages, costs, loss, expenses, claims, actions, proceedings, or suits (including attorneys' fees, court costs and other expenses of suit), whether groundless or not, for the bodily injury or death of an employee of the Contractor, its agent or its subcontractor of any tier, regardless of whether the action giving rise to such liability, damages, costs, loss, expenses, claim, action, proceeding or suit (including attorneys' fees, court costs and other expenses of suit), is founded in whole or in part upon the alleged negligence of one or more parties indemnified hereunder.** The Contractor assumes all risk of damage or injury (including death) to the Contractor's own property or person or to the property or person of the Contractor's employees or subcontractors from any cause whatsoever. This indemnification shall survive termination of the Contract or completion by the Contractor of all of its obligations under this Contract, as to events arising prior to such termination or completion.

B. In claims against any person or entity indemnified under this Section 3.12 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, insurance, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

C. The provisions of this indemnification and all other indemnification obligations set out in the Contract Documents, shall survive the termination of this Contract, howsoever caused, or completion of the Contract as to events occurring prior to such termination or completion, and no payment, partial payment, nor issuance of a certificate of Substantial Completion nor a certificate of Final Completion nor acceptance or occupancy in whole or in part of the Work shall waive or release any of the provisions of this section or of any other indemnification contained in the Contract Documents.

3.13 REPARATIONS FOR DAMAGED PROPERTY, IMPROVEMENTS AND WORK

A. Should the Contractor cause damage to the property or improvements of the Owner or the work of any separate contractor to the Owner, or to the property of any third party,

Contractor shall, upon due written notice by the Owner, separate contractor, or third party, make timely reparations acceptable to the damaged party or parties.

3.14 SUBSTITUTIONS OF MATERIALS OR EQUIPMENT

A. The Owner may refuse to accept substitutions of materials or equipment which were not requested by the Contractor and approved by Owner during the Solicitation Process.

B. Owner may, in its discretion, agree to accept substitutions of materials or equipment after the Contract has been signed for good cause shown. The Contractor may make substitutions of materials or equipment only with the prior written consent of Owner after evaluation and approval by the Architect/Engineer and in accordance with a Change Order. A request for substitution constitutes a representation by Contractor that Contractor:

1. Has investigated the proposed product and determined that it is equal or superior in all respects to the specified product;

2. Shall provide identical warranties as those required for the specified product or any extended warranties required by Owner as a condition for approval of the substitution;

3. Shall coordinate installation and make changes to other Work which may be required at no cost to Owner;

4. Waives claims for additional costs or time extension which may subsequently become apparent;

5. Certifies that the proposed product will not affect or delay the approved Construction Schedule; and

6. Shall pay for changes to the design of the building, Work, or any components thereof, including architectural or engineering design, detailing and construction costs caused by or resulting from the requested substitution.

3.15 CRIMINAL HISTORY RECORD INFORMATION REVIEW AND IDENTIFICATION BADGES FOR COVERED EMPLOYEES

Contractor shall, at its sole cost and expense, comply and cause each subcontractor to comply with the provisions of this Section 3.15 and all provisions of Texas Education Code ("TEC')

§22.08341 regarding criminal history record information review and issuance of identification badges for all covered employees (hereafter defined) in connection with the Work. Contractor's failure to comply with any of the terms and conditions of this Section 3.15 shall be a material default under the Contract.

A. As used herein, the term "covered employee" shall mean an individual employed by or offered employment by Contractor or a subcontractor, or an individual subcontractor, who (i) has or will have continuing duties on the Project site related to the services to be performed in connection with the Work, and (ii) has or will have the opportunity for direct contact with students in connection with the individual's continuing duties in connection with the Work. An individual does *not* have the opportunity for direct contact with students only if the appropriate conditions of TEC §22.08341(c) are satisfied. If the Solicitation Documents state that Texas Education Code ("TEC") §22.08341 is applicable to workers, or if at any time during the Work it is determined by Owner that some or all of the workers on the Project are covered employees, Contractor and each affected subcontractor shall comply with this Section 3.15 with regard to their respective workers who are covered employees. If an individual employed by or offered employment by Contractor is not a covered employee, the Contractor shall make a reasonable effort to ensure that the conditions or precautions that resulted in that determination continue to exist throughout the time the contracted services are provided.

B. In accordance with TEC §22.08341, Contractor shall, at its sole cost and expense: (i) send or ensure that the individual sends to the Department of Public Safety information that is required for obtaining national criminal history record information in accordance with TEC §22.08341, and (ii) obtain with regard to its covered employees and cause each subcontractor, at its sole cost and expense, to obtain with regard to its covered employees, the criminal history record information as required by TEC §22.08341 for each such covered employee,. **[Contact the Texas Department of Public Safety Crime Records Service at (512) 424-5079 for instructions on obtaining national criminal history record information.]**

C. Contractor shall not assign to, permit, or allow on the Project site any covered employee who has a disqualifying criminal history. A covered employee has a "disqualifying criminal history" under this Section 3.15 if the covered employee has been convicted of one of the following offenses or crimes during the preceding 30 years and the victim was under 18 years of age or was enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; (iii) an offense or crime (whether a felony or a misdemeanor) involving moral turpitude, including without limitation theft, bribery, fraud, perjury, sexual offenses, or offenses involving intentional acts of violence toward persons or property; or (iv) an offense under the laws of another state or federal law that is equivalent to an offense under (i), (ii) or (iii) above. Provided, however, Contractor or a subcontractor may assign to, permit or allow a covered employee on the Project site if the only convictions reported on the criminal history record information

are crimes involving only misdemeanor theft offenses (other than theft of school district funds or property) occurring more than seven (7) years prior to the date the worker would commence work on the Project.

updated from time to time by Contractor, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; (ii) whether, in accordance with the applicable requirements of TEC §22.0834, national or state criminal history record information was obtained; (iii) the full name of the covered employee's employer, if applicable; and (iv) Texas driver's license or other identification number or such other information as Owner may request from time to time to enable Owner to obtain criminal history record information for the covered employee. The covered employees on the List of Covered Employees shall be grouped by employer.

E. Prior to commencement of the Work, Contractor shall deliver to Owner, or its designee if directed by Owner:

(a) an electronic copy in PDF format of the initial List of Covered Employees for all covered employees on the Project; and

(b) an electronic copy in PDF format of Contractor's duly completed and executed certification on a form provided by Owner ("Contractor Certification") by the terms of which Contractor certifies to Owner that

(i) all information on the List of Covered Employees is true and correct in all respects;

(ii) Contractor has obtained (with respect to its covered employees) and has caused to be obtained (with respect to all other covered employees on the Project) all required criminal history record information relating to each covered employee on the List of Covered Employees in accordance with TEC §22.08341;

(iii) each subcontractor providing any part of the Work, contracting directly with Contractor (each a "First Tier Subcontractor"), has duly completed and executed a First Tier Subcontractor Certification (hereafter defined) and each First Tier Subcontractor Certification is attached to the Contractor Certification;

(iv) each Sub-subcontractor (hereafter defined) on the Project has provided a duly completed and executed Sub-subcontractor Certification (hereafter defined) to the appropriate First Tier Subcontractor in accordance with these General Conditions; and

(v) none of the covered employees on the List of Covered Employees has a disqualifying criminal history under this Section 3.15. If it is determined that any statement in any Contractor Certification, First Tier Subcontractor Certification or Sub-subcontractor Certification is untrue or misrepresented when made, Contractor shall be in material default under the Contract.

F. As used herein, "First Tier Subcontractor Certification" shall mean a duly completed and executed certification on a form provided by Owner by the terms of which First Tier Subcontractor certifies to Owner and Contractor that (i) all of

the covered employees employed by First Tier Subcontractor on the Project are included on the List of Covered Employees and properly identified as employees of First Tier

the covered employees employed by First Tier Subcontractor is true and correct in all respects; (iii) First Tier Subcontractor has obtained all required criminal history record information relating to each covered employee of First Tier Subcontractor on the List of Covered Employees in accordance with TEC §22.08341; (iv) none of the covered employees on the List of Covered Employees employed by First Tier Subcontractor has a disqualifying criminal history under this Section 3.15; and (v) if applicable, attached to the First Tier Subcontractor Certification is a duly completed and executed Sub-subcontractor Certification in the form provided by Owner obtained by First Tier Subcontractor from each subcontractor employed on the Project by or under First Tier Subcontractor (each a "Sub-subcontractor") and employing one or more covered employees. As used herein "Sub-subcontractor Certification" shall mean a duly completed and executed certification in a form provided by Owner from each Sub- subcontractor that contains the certifications required in a First Tier Subcontractor Certification.

G. Owner has notified Contractor that Owner has contracted with a provider of workforce screening services (the "Provider") to perform certain criminal history record information reviews and drug tests and to issue identification badges for all covered employees employed in connection with the Work. Upon Provider's receipt of a copy of the List of Covered Employees from Owner and a completed consent and authorization form as required by Provider for each covered employee requiring an initial or renewal AISD badge (defined below), Provider will perform for each such covered employee a name-based criminal history record information review (using criminal records and sex offender databases) ("Name-based Search"), and the covered employee must submit to a urine based drug test specified by Provider ("Drug Test"), scheduled through Provider. Contractor shall be responsible for paying or causing each subcontractor to pay, as applicable, to Provider all costs associated with the Name-based Searches, Drug Tests and issuance of AISD badges for the respective employees of each such employer.

H. Each covered employee employed on the Project by Contractor or a subcontractor must wear a valid and unexpired Austin Independent School District identification badge issued by Provider (each an "AISD badge") at all times while on the Project site. Provider will not issue an AISD badge for a covered employee and will revoke a previously issued AISD badge if such employee has a disqualifying criminal history under this Section 3.15 or has failed the Drug Test (based on Department of Transportation Guidelines). After the issuance of an AISD badge and until the AISD badge expires, Provider will repeat the Name-based Search on each active covered employee on the List of Covered Employees on a monthly basis. In addition, any covered employee involved in a safety incident on the Project site will be required to immediately submit to a new Drug Test. If Provider determines at any time that an employee on the List of Covered Employees has a disqualifying criminal history under this Section 3.15 or has failed a Drug Test (based on Department of Transportation

guidelines), Provider will notify Contractor and the subcontractor employing such employee that an AISD badge will not be issued for such employee or is revoked (if

previously issued) effective immediately, whereupon such employee shall be marked as "inactive" on the List of Covered Employees and, if applicable, the previously issued AISD badge shall be immediately returned to Provider. If Provider does not issue an AISD badge for a covered employee or the AISD badge is revoked or has expired, the covered employee is prohibited from entering the Project site. Owner and/or its safety consultants may conduct periodic random checks of workers on the Project site to determine compliance with the badging requirements of this subsection.

I. Contractor and each subcontractor shall, as the Work progresses, comply with the provisions of this Section 3.15 with respect to each new covered employee to be employed on the Project and not previously listed on the List of Covered Employees. Each new covered employee shall be added to the List of Covered Employees, with the name highlighted and the dated of such addition noted. In addition, as the Work progresses, each covered employee on the List of Covered Employees who is no longer employed on the Project shall be marked as "inactive" and the last date of such employee's employment on the Project shall be noted, and for each covered employee previously designated as "inactive" and once again employed on the Project, the "inactive" designation shall be removed and the date of reemployment shall be noted. Each time Contractor makes a change to the List of Covered Employees, Contractor must submit to Owner, or its designee if directed by Owner, within five (5) business days of the date of such change, (i) an electronic copy in PDF format of the updated List of Covered Employees current as of the third (3rd) business day prior to the date of delivery, and (ii) a fully executed electronic copy in PDF format of the Contractor Certification dated within three (3) business days of the date of delivery.

J. If, at any time as the Work progresses, Contractor, a subcontractor or Owner receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Section 3.15, or it is determined that a covered employee is on the Project site in violation of this Section 3.15, then, notwithstanding anything contained in Section 13.3.A hereof to the contrary, Contractor shall immediately remove such employee from the Project site with no requirement of written notice from Owner, notify Provider in writing that such employee is prohibited from future entry on the Project site unless notice of same has been received from Provider, return the AISD badge to Provider, and mark such employee as "inactive" on the List of Covered Employees. All Work on the Project performed by the Contractor or any subcontractors shall stop (with no extension of the Contract Time or adjustment in the Contract Amount) until such worker is no longer on the Project site. Owner reserves the right to cause Owner's police or other security personnel to remove such worker from the Project site.

3.16 CRIMINAL HISTORY RECORD INFORMATION REVIEW AND IDENTIFICATION BADGES FOR NON-COVERED EMPLOYEES

Contractor shall, at its sole cost and expense, comply and cause each subcontractor to comply with the provisions of this Section 3.16 regarding criminal history record information review and issuance of identification badges for all non-covered employees (hereafter defined) in

connection with the Work. Contractor's failure to comply with any of the terms and conditions of this Section 3.16 as to all non-covered employees shall be a material default under the Contract.

A. As used herein, the term "non-covered employee" shall mean in connection with the Work an individual employed or offered employment by Contractor or a subcontractor or an individual subcontractor who is not a covered employee under Section 3.15 above. If workers employed on the Project in connection with the Work are non- covered employees, Contractor shall comply with the provisions of this Section 3.16 for such non-covered employees, and, if applicable, Contractor certifies and shall cause each subcontractor to certify that it shall maintain or cause to be maintained the conditions imposed and/or precautions taken on the Project site to ensure that such workers will not become covered employees and failure to do so shall be a material default under the Contract. If the Work involves construction, alteration, or repair of a new facility, Contractor shall comply with this Section 3.16 for so long as the individual is not a covered employee under the provisions of TEC §22.08341.

B. Contractor shall, at its sole cost and expense, cause to be conducted a criminal history record information review in accordance with Subsection 3.16.E below for each non- covered employee employed in connection with the Work.

C. Contractor shall not assign to, permit or allow on the Project site any non-covered employee who has a disqualifying criminal history. A non-covered employee has a "disqualifying criminal history" under this Section 3.16 if the non-covered employee has been convicted of one of the following offenses or crimes during the preceding 30 years and the victim was under 18 years of age or was enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; (iii) an offense or crime (whether a felony or a misdemeanor) involving moral turpitude, including without limitation theft, bribery, fraud, perjury, sexual offenses, or offenses involving intentional acts of violence toward persons or property; or (iv) an offense under the laws of another state or federal law that is equivalent to an offense under (i), (ii) or (iii) above. Provided, however, Contractor or a subcontractor may assign to, permit or allow a non-covered employee on the Project if the only convictions reported are crimes involving only misdemeanor theft offenses (other than theft of school district funds or property) occurring more than seven (7) years prior to the date the worker would commence work on the Project.

D. Contractor shall maintain at all times a list of all non-covered employees on the Project (as updated from time to time by Contractor, the "List of Non-covered Employees") which contains the following information for each non-covered

employee: (i) full name; (ii) the full name of the non-covered employee's employer, if applicable; and (iii) Texas driver's license or other identification number. The non-covered employees on the List of Non-covered Employees shall be grouped by employer. Prior to commencement of the Work, Contractor shall deliver to Owner, or its designee if

directed by Owner, an electronic copy in PDF format of the initial List of Non-covered
Employees for all non-covered employees on the
Project.

E. Owner has notified Contractor that Owner has contracted with Provider (as defined in Subsection 3.15.G above) to perform certain criminal history record information reviews and drug tests and to issue identification badges for all non-covered employees employed in connection with the Work. Upon Provider's receipt of a copy of the List of Non-covered Employees from Owner and a completed consent and authorization form as required by Provider for each non-covered employee requiring an initial or renewal AISD badge, Provider will perform for each such non-covered employee a name-based criminal history record information review (using criminal records and sex offender databases) ("Non-covered Employee Name-based Search"), and the non-covered employee must submit to a Drug Test (as defined in Subsection 3.15.G above), scheduled through Provider. Contractor shall be responsible for paying or causing each subcontractor to pay, as applicable, to Provider all costs associated with the Non-covered Employee Name-based Searches, Drug Tests and issuance of AISD badges for the respective employees of each such employer.

F. Each non-covered employee employed on the Project by Contractor or a subcontractor must wear a valid and unexpired AISD badge (as defined in Section 3.15.H above) issued by Provider at all times while on the Project site. Provider will not issue an AISD badge for a non-covered employee and will revoke a previously issued AISD badge if such employee has a disqualifying criminal history under this Section 3.16 or has failed the Drug Test (based on Department of Transportation Guidelines). After the issuance of an AISD badge and until the AISD badge expires, Provider will repeat the Name-based Search on each active non-covered employee on the List of Non- covered Employees on a monthly basis. In addition, any non-covered employee involved in a safety incident on the Project site will be required to immediately submit to a new Drug Test. If Provider determines at any time that an employee on the List of Non-covered Employees has a disqualifying criminal history under this Section 3.16 or has failed a Drug Test (based on Department of Transportation Guidelines), Provider will notify Contractor and the subcontractor employing such employee that an AISD badge will not be issued for such employee or is revoked (if previously issued) effective immediately, whereupon such employee shall be marked as "inactive" on the List of Non-covered Employees and, if applicable, the previously issued identification badge shall be immediately returned to Provider. If Provider does not issue an AISD badge for a non-covered employee or the AISD badge is revoked or has expired, the non-covered employee is prohibited from entering the Project site. Owner and/or its safety

consultants may conduct periodic random checks of workers on the Project site to determine compliance with the badging requirements of this subsection.

G. Contractor and each subcontractor shall, as the Work progresses, comply with the provisions of this Section 3.16 with respect to each new non-covered employee to be employed on the Project and not previously listed on the List of Non-covered Employees. Each new non-covered employee shall be added to the List of Non-

covered Employees, with the name highlighted and the dated of such addition noted. In addition, as the Work progress, each non-covered employee on the List of Non- covered Employees who is no longer employed on the Project shall be marked as "inactive" and the last date of such employee's employment on the Project shall be noted, and for each non-covered employee previously designated as "inactive" and once again employed on the Project, the "inactive" designation shall be removed and the date of reemployment shall be noted. Each time Contractor makes a change to the List of Non-covered Employees, Contractor must submit to Owner, or its designee if directed by Owner, within five (5) business days of the date of such change, (i) an electronic copy in PDF format of the updated List of Non-covered Employees current as of the third (3rd) business day prior to the date of delivery.

H. If, at any time as the Work progresses, it is determined that a non-covered employee is on the Project site in violation of this Section 3.16, then notwithstanding anything contained in Section 13.3.A hereof to the contrary, Contractor shall immediately remove such employee from the Project site with no requirement of written notice from Owner, notify Provider in writing that such employee is prohibited from future entry on the Project site unless notice of such violation has been received from Provider, return the AISD badge to Provider, and mark such employee as "inactive" on the List of Non-covered Employees. All Work on the Project performed by the Contractor or any subcontractors shall stop (with no extension of the Contract Time or adjustment in the Contract Amount) until such worker is no longer on the Project site. Owner reserves the right to cause Owner's police or other security personnel to remove such worker from the Project site.

I. Notwithstanding any provision of this Section 3.16 to the contrary, if at any time during the Project, Owner determines (in its sole discretion) that some or all of the workers have or will become covered employees, Owner shall so notify Contractor and thereafter Contractor and all affected subcontractors, with regard to their respective covered employees, shall comply with the provisions of TEC §22.08341 and Section 3.15 above. In addition, if at any time during the Project, Contractor becomes aware that some or all of the workers employed in connection with the Work have or will become covered employees, Contractor shall immediately notify Owner in writing with specificity as to the conditions on the Project site resulting in such workers becoming covered employees and thereafter Contractor and all affected subcontractors, with regard to their respective covered employees, shall comply with the provisions of TEC §22.08341 and Section 3.15 above.

4. Article 4. SUBCONTRACTORS.

4.1 AWARD OF SUBCONTRACTS FOR PORTIONS OF THE WORK

A. Contractor has submitted or will submit, as applicable, to Owner the Contractor’s list of proposed subcontractors and material suppliers, identifying their respective subcontract amounts, in connection with the Work on the form Disclosure Statement/HUB* Utilization Report supplied by Owner or such other form required

subcontractor or supplier in connection with the Work until the Architect/Engineer and the Owner have approved the selection in writing. If the Disclosure Statement has been submitted to Owner prior to Owner's execution of the Agreement, then, unless Owner notifies Contractor in writing at the time of Owner's execution of the Agreement that Owner does not approve a subcontractor or supplier listed on the Disclosure Statement, Owner and the Architect/Engineer shall be deemed to have approved each subcontractor and supplier on the Disclosure Statement and Contractor shall be obligated to contract with such subcontractors and suppliers in connection with the Work. If, in good faith, Contractor determines at any time during the Project that the replacement of an approved or deemed approved subcontractor or supplier is necessary, Contractor must obtain Owner's and Architect/Engineer's prior written approval of such replacement. Contractor shall submit a written request for such approval to Owner and Architect/Engineer, which shall include a detailed explanation of the reason(s) for Contractor's proposed replacement, along with an amended Disclosure Statement reflecting the proposed replacement. Contractor shall submit an amended Disclosure Statement to reflect each approved change in subcontractors, suppliers, and/or value of subcontractor/supplier contracts resulting from change orders or other Project circumstances. Notwithstanding any provision of this Section 4.1.A to the contrary, Owner's and Architect/Engineer's approval or deemed approval of Contractor's subcontractors and suppliers during the Project shall not be deemed verification by Owner or Architect/Engineer that an approved subcontractor or supplier meets the minimum qualifications of the Project as set forth in Owner's Project Manual and Specifications. Contractor shall have an ongoing obligation during the Project to ensure that its subcontractors and suppliers on the Project meet all such applicable minimum qualifications. Contractor's failure to comply with the provisions of this Section 4.1.A shall be a material default under the Contract. In the event of any conflict between this Section 4.1 and the provisions in the Agreement regarding subcontractor selection, the Agreement shall control.

B. If requested by a subcontractor or material supplier who submitted a bid or proposal to Contractor during the Solicitation Process but is not listed by Contractor as a proposed subcontractor or supplier on Disclosure Statement, Contractor agrees to provide feedback to such subcontractor or supplier as to how its bid/proposal compared with the other bids/proposals received by Contractor for the same services or materials (e.g., bid was highest bid received, bid fell in the middle of bids received, etc.).

4.2 SUBCONTRACTUAL RELATIONS

A. All subcontracts shall be in writing.

B. Nothing contained in the Contract Documents shall create any contractual relation between Owner and any subcontractor or supplier or any party with whom Owner or any of its subcontractors or suppliers contracts.

the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work which the Contractor, by the Contract Documents, assumes toward the Owner and Architect/Engineer.

D. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor, including Owner's rights to terminate for convenience, so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such Contract Documents available to their respective proposed subcontractors.

E. Each such subcontract shall:

1. require that such Work be performed in accordance with the terms and requirements of the Contract Documents;

2. require the subcontractor to carry and maintain insurance in accordance with the Contract Documents;

3. require the subcontractor to furnish such reasonable certificates and waivers as the Owner may request;

4. require that any subcontractor waive any rights it may have against the Owner for damage caused by fire or other perils covered by property or risk insurance maintained by the Contractor or subcontractor or required to be maintained by the Contractor's subcontractor in connection with the Project.

5. provide that all warranties provided to Contractor, including material warranties, are fully assignable to the Owner;

6. provide for contingent assignability of the subcontract as herein provided;

7. require each subcontractor provide a certificate in writing to Owner that it provides workers compensation insurance coverage for each employee as required by law;

established by law and the Contract Documents; and

9. provide that the subcontract is subject to Owner's right to terminate or suspend work on the terms set forth herein.

All provisions required by the Contract to be set out in subcontracts shall be deemed incorporated by reference into each subcontract entered into pursuant to or in connection with the terms of this Contract, as if set out in full. Contractor shall be liable to Owner for any damages resulting from Contractor's failure to comply with the provisions of this Section 4.2.

4.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

A. Each subcontract agreement for a portion of the Work is hereby assigned by the Contractor to the Owner and the Surety; provided, however, that such assignment shall be effective as to Owner only after Owner's written termination of the Contract or of Contractor's right to proceed under terms of the Contract, and acceptance in writing by Owner of the particular subcontract.

5. Article 5. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

A. Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site, and the Contractor shall cooperate fully with such other contractors and Owner's employees and carefully fit Contractor's own Work to such work as directed by the Owner or Architect/Engineer.

B. If the Contractor believes that it has suffered or will suffer delay or additional costs or damages as a result of the work performed by Owner or a separate contractor, the Contractor shall notify Architect/Engineer and the Owner in writing as soon as possible, but in no event more than 5 days after Contractor becomes aware of such conditions, in order to give Owner an opportunity to avoid, reduce or mitigate such events. Any claim by Contractor for a time extension or additional costs shall be submitted as a request for Change Order.

C. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner- Contractor Agreement.

D. The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate

with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedule deemed necessary after a joint review and mutual agreement. Contractor's construction schedule shall reflect such approved construction schedules, as amended from time to time. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised and approved by the Contractor, separate contractors and the Owner.

E. Time is of the essence of this Contract.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

A. The Contractor shall indemnify Owner and its officers, trustees, employees and agents from all liability, loss or expense (including attorneys' fees) arising from alleged interference with or damage to the work or property of other contractors or Owner by Contractor, its subcontractors, or anyone performing Work under this Contract. This indemnification shall survive termination or completion of the Contract as to events occurring prior to such termination and completion, and shall be in addition to any other indemnification obligations set out in this Contract.

B. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Owner's and/or Contractor's construction and operations with theirs as required by the Contract Documents.

C. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor, prior to proceeding with that portion of the Work, shall look for and promptly report to the Architect/Engineer and Owner any discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor shall notify them no later than five (5) days after it becomes aware of the problem or potential problem. Failure of the Contractor so to report in a timely manner shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

D. The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor, to the extent not

caused by the fault of the separate contractor. The Owner shall be liable to the Contractor for costs incurred by the Contractor because of delays or defective construction of a separate contractor of Owner, to the extent not resulting from the fault or breach by Contractor or Contractor's subcontractors or suppliers. Each party shall promptly notify the other as soon as it becomes aware of a delay, improperly timed activity or condition of defective construction which could result in damages to the other but in no event later

than five (5) days after first becoming aware of the problem. Contractor's claim shall be submitted as a request for a Change Order as provided herein.

E. The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in the Contract Documents.

F. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in the Contract Documents. If such separate contractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and hold harmless and indemnify the Owner, its officers, trustees, agents and employees from any and all Claims, causes of action, damages, loss, liability and expenses arising from Contractor's acts or omissions or the acts or omissions of Contractor's employees, subcontractors or parties for whom Contractor has liability. The Contractor shall pay or reimburse the Owner for all attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor. These obligations are in addition to all other defense and indemnification obligations under the Contract Documents, and shall survive termination or completion of the Contract.

6. Article 6. CHANGES IN THE WORK.

6.1 CHANGE ORDERS

A. Owner and Contractor may at any time, without notice to or approval of the Surety, by written Change Order hereto, make changes in the Work, the Contract Amount, the Contract Time, or otherwise modify the Contract.

B. Except for a Unilateral Change Order pursuant to Section 6.3.D. below, a Change Order is a written modification of the Contract between the Owner and Contractor, signed by the Owner, the Contractor, and the Architect/Engineer, which authorizes a change in the Scope of the Work or an adjustment in the Contract Amount or the Contract Time. Work performed under a Change Order is subject to all provisions of the Contract Documents. A Change Order will not be deemed fully executed until signed by Owner's Contracting Officer.

C. All changes in the scope of the Work, the Contract Amount and the Contract Time shall be documented by a Change Order. Only the Contracting Officer has authority to sign and agree to a Change Order on behalf of Owner. Neither the Architect/Engineer nor the Owner's Project Manager has the authority to bind

the Owner to the terms of a Change Order without the signature of the Contracting Officer.

6.2 THE CHANGE ORDER REQUEST PROCESS

A. If Owner initiates a change in the Work, Owner will request Architect/Engineer to promptly prepare a Change Order Request and deliver it to Contractor. The Change Order Request prepared by Architect/Engineer will include a description of the requested change and any related Drawings and Specifications developed and signed by the Architect/Engineer.

B. Upon receipt of the Change Order Request, the Contractor shall determine whether the requested change will affect the Contract Amount or the Contract Time, and shall prepare and deliver to Architect/Engineer a time extension request, if applicable, and proposed pricing for the Change Order Request, with sufficient back-up, for self- performed work and work of subcontractors, as soon as possible, but in no event later than 15 days after the receipt by Contractor of the Change Order Request.

C. Architect/Engineer will promptly review and evaluate with Owner the Contractor's proposed change to the Contract Time or Contract Amount, or both, as applicable.

D. If Contractor's proposal is acceptable to Owner, or if Owner otherwise negotiates acceptable terms with the Contractor, Owner will prepare a Change Order which will be signed by Architect/Engineer and delivered to Contractor for signature. Contractor shall execute and return the Change Order showing the agreed-upon terms within 10 days after Contractor's receipt of it.

E. Upon receipt of the Change Order signed by Owner, Contractor will promptly commence the requested work.

F. If the Owner and Contractor do not agree on the terms of the Change Order, Owner may issue a Unilateral Change Order as provided in Section 6.3.D or may decide not to pursue a change to the Work at that time.

6.3 AGREED AND UNILATERAL CHANGE ORDERS

A. A Change Order may be either an Agreed Change Order or a Unilateral Change Order. B. An Agreed Change Order is a Change Order jointly executed by the Owner and the
Contractor, in which each agrees to all of the terms of the amendment.

C. The execution of an Agreed Change Order by the Owner and the Contractor constitutes the full, final and complete settlement of all claims with regard to the modifications contained in the Change Order for impacts on the Contract Amount and/or the Contract Time; provided, however, that an Agreed Change Order may be reformed by a written modification signed by the Contractor and the Owner, for the limited purpose of correcting an error in computation. A Change Order is effective upon receipt by the Contractor, and

entitles the Contractor to submit the adjusted cost of the Work on succeeding Pay Applications as it is completed.

agreement of the Contractor. The issuance of a Unilateral Change Order does not prejudice any of the Contractor's rights to relief otherwise available under the Contract Documents. The Contractor may preserve such rights by submitting a written objection to the Unilateral Change Order within 30 days after receipt of the Unilateral Change Order. If the Contractor does not submit a written objection within that time, Contractor shall be deemed to have accepted the terms of the Unilateral Change Order and the Unilateral Change Order shall have the full force and effect of an Agreed Change Order.

6.4 INTERIM CHANGE AUTHORIZATION

A. When the Owner determines that changes in the Work must be made promptly in order to prevent damage to the Work in place, to prevent significant delay in the Project or to maintain safety, the Owner may issue an Interim Change Authorization directing the Contractor to proceed with changes in the Work prior to completion of the Change Order process. The Interim Change Authorization shall provide for the work to be performed on the basis of cost and/or time not to exceed specified amounts.

B. Upon receipt of the Interim Change Authorization, Contractor shall commence the Work and keep records on the time and cost incurred in the performance of the Work. Contractor shall be entitled to payment for work performed under an Interim Change Authorization in an amount not to exceed 50% of the "Additional cost not to exceed" amount stated in the Interim Change Authorization. Contractor shall not be entitled to receive the balance of payment for such work until the Change Order is fully executed.

6.5 CHANGE ORDER REQUESTED BY CONTRACTOR

A. A request for a Change Order may be initiated by the Contractor as provided in Section 6.5.B or C.

B. If the Contractor believes that it will incur additional cost or time because of any written interpretation of the Contract Documents, or any written or oral instruction concerning the execution of the Work issued by the Owner or the Architect/Engineer, and constituting a change in the scope or character of the Work, the Contractor must promptly notify the Owner and Architect/Engineer of the Contractor's belief before beginning the requested work. Contractor shall provide Owner and Architect/Engineer with written notice that there will be a time extension and/or additional cost for the requested Work as soon as possible but in no event later than 5 days after Contractor receives the instructions from Owner or Architect/Engineer. In addition, Contractor must provide Owner and Architect/Engineer with a written proposal for the time and/or cost of the

requested work, and a justification for such additional time or expense, within 15 days after Contractor receives the request for the change in Work.

Owner will initiate the Change Order process, which will conclude in either an
Agreed or Unilateral Change Order as provided herein.

2. Except for a change in the Work due to an Emergency Condition, as provided in Section 9.9, the Contractor may not commence the requested change in the Work without a signed Change Order or Interim Change Authorization. Contractor shall not be entitled to an increase in the Contract Amount or an extension of the Contract Time if it performs a change in the Work without a signed Interim Change Authorization or Change Order, except as provided in Section 9.9 for an Emergency Condition.

3. Except as herein provided, no order, statement or conduct of an Owner or the Architect/Engineer shall entitle the Contractor to an increase in the Contract Time or Contract Amount for work performed.

C. The Contractor may request a Change Order for damages under the following circumstances only, provided that all notification and other requirements for Contractor's establishment of those rights as provided in the Contract Documents have been met:

1. Unanticipated physical conditions at the site, pursuant to Section 3.3 which the Architect/Engineer addresses by means of changes in the Drawings and Specifications, or unanticipated environmental conditions at the site as described in Section 9.7;

2. The existence of errors, omissions and imperfections in the design documents which the Contractor could not reasonably have detected or brought to the attention of the Owner and Architect/Engineer in time to correct without a delay in the construction, as provided in Section 3.2;

3. Unexcused Owner delays, including failure of the Owner or the Architect/Engineer to take timely actions required under the Contract Documents or to provide information required by the Contractor to proceed with the Work within the time period provided by the Contract, or if no time period is specified, within a reasonable period of time; and subject to the provisions of Section 7.1.C;

4. Delays caused by Owner's separate contractor in performing work on the Project as provided in the Contract in Section 5.1 and Section 7.1.C;

5. Additional cost or delays caused by emergency conditions, not due to the fault of Contractor or anyone for whom Contractor is liable, as provided in Section

9.9; or

6. Any other provision of the Contract that expressly permits Contractor to obtain an adjustment to the Contract Time and/or Contract Amount, in accordance with such provisions.

Contractor's request for a Change Order must be in writing, must describe the events authorizing the adjustment in the Contract Time and/or Contract Amount, and must provide a justification for the amounts requested. Contractor's request for a Change Order must be submitted to Owner within the time period provided by the Contract, or if no time period is provided, then no later than 15 days after the commencement of the event which gives rise to a claim for a Change Order. Contractor's failure to observe the notice requirements set forth in the Contract Documents which are intended to provide Owner with notice of a problem, potential problem or delay and an opportunity to investigate and take action to eliminate or ameliorate the problem, may constitute a failure to mitigate damages affecting the Contractor's right to an adjustment of the Contract Time and/or Contract Amount.

D. The Contractor may request a time extension for excused delays as provided in Article 7. In order to request an extension of the Contract Time, Contractor must comply with the requirements of Article 7 and submit a Time Extension Request with its payment request, as provided therein.

E. In evaluating a request for an adjustment of Contract Time in response to Contractor's request for a Change Order, in no event will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the Substantial or Final Completion date. Any extension of the Contract Time granted shall be net of any unexcused delays caused by or due to the fault of Contractor or anyone performing Work under the Contract. No delay days shall be given for time periods in which the delay complained of ran concurrently with excused delays or with other conditions which prevented performance. If more than one cause of delay is asserted for any given time period, only one extension of time will be permitted for such period.

F. Except as expressly provided in this Section 6.5, and subject to the provisions of the Contract Documents, Contractor shall not be entitled to an increase in the Contract Sum or the Contract Time and shall bear full responsibility for all risks affecting the Contractor's cost of performance. Contractor's right and entitlement to adjustments in Contract Time or the Contract Amount are subject to applicable provisions in the Contract Documents establishing Contractor's rights or the waiver of those rights, including, without limitation, those set forth in Article 7. Nothing in this Section 6.5 is intended to enlarge the Contractor's

rights, or to provide the Contractor with additional rights not otherwise granted under the terms of the Contract Documents.

6.6 BASIS FOR COMPENSATION FOR CHANGES

A. Method of Compensation. The cost for extra work performed by Contractor or subcontractor will be determined by either (1) an agreed lump sum, (2) an agreed unit

price or (3) an actual field cost, as agreed to by Owner. The allowable mark-up percentages for extra work are described in Section 6.6.E below. Extra work will be subject to the following limitations and proposals will be submitted accordingly.

B. Lump Sum. If the lump sum method is used, the Contractor shall submit appropriate supporting data as described herein. For general construction Work, the Contractor shall submit a breakdown consistent with Contractor's pay estimate breakdown, detailed with estimated quantities for both labor and materials. Unless otherwise provided in the Contract Documents, costs for the purposes of Article 6 shall be limited to the following, and the amounts charged shall only be those costs incurred as a direct result of the change in the Work:

1. costs of direct labor, including social security, old age and unemployment insurance, and workers' compensation insurance paid by Contractor. (Labor, as used in this subsection, shall mean labor or services performed by the Contractor's Superintendent and employees under the Superintendent, and all subcontractors and suppliers.);

2. costs of materials, supplies and equipment, exclusive of all hand tools and such other machinery and equipment of the trade customarily owned by construction workers, including cost of transportation, whether incorporated or consumed;

3. rental costs of machinery and equipment, exclusive of all hand tools and such other machinery and equipment of the trade customarily owned by construction workers, whether rented from the Contractor or others;

4. costs of premiums for all bonds and insurance required by Owner to be provided and permit fees related to the Work; and

5. field office expense where the Contractor's field office must be maintained primarily on account of the change in the Work.

C. Unit Price: If the unit price method is used, the Contractor shall submit a proposal based on unit prices stated in the Bid Proposal or Contract Documents, or agreed upon by the Contractor and Owner subsequent to Contract Bids.

D. Actual Field Cost: If actual field costs are used, the Contractor shall keep and submit, in such form as the Architect/Engineer and Owner may prescribe, an itemized accounting together with appropriate supporting data, of actual costs incurred as described in Article 6 above.

E. Allowable Mark-ups.

1. Unless otherwise expressly provided by the Agreement, the Contractor and subcontractor will be allowed mark-up percentages for overhead and profit for

changes in the Work as described below. If the Agreement specifies allowed mark-up percentages for the Contractor, but not for the subcontractors, then the mark-up percentages provided in Section 6.6.E.2 below shall only apply to subcontractors, and the provisions of the Agreement shall control the mark- ups allowed to Contractor. All other provisions of this Section E regarding mark-ups, other than the allowed percentages, will apply to both Contractors and subcontractors, unless the Agreement expressly provides other terms and conditions. The percentage mark-up allowed the Contractor and subcontractor shall cover and compensate Contractor for Contractor's profit and overhead, which include home and field office expense, home and field office personnel, and all other expenses not embraced in the Method of Compensation defined in Article 6. No separate allowance for overhead shall be allowed. Where the Contractor's field office must be maintained primarily on account of the change in the Work, the cost to operate and maintain the same shall be included in the Method of Compensation before calculation of allowable markup. On changes involving deleted items, the Owner shall receive credit for overhead and profit on each deleted item.

2. For Work performed by Contractor's own employees, the maximum allowable mark-up percentage of the actual cost of the Work will be 20% on the first
$10,000, 15% on the next $10,000 and 10% on the balance over $20,000; however, the minimum total mark-up shall be not less than $75. If subcontracted Work is involved, the Contractor will include with Contractor's cost proposal a detailed breakdown for the subcontractor in accordance with the above requirements for the Contractor. For Work performed by a subcontractor's own employees, the subcontractor will be allowed the same mark-up percentages as provided above for the Contractor. The Contractor will be allowed the following mark-up on subcontracted Work being performed by forces other than Contractor's own employees: a maximum of
10% on the first $30,000, 7 1/2% on the next $30,000 and 5% on the balance over $60,000; however, the minimum total mark-up shall be not less than $75. For subcontracted Work being performed by forces other than the subcontractor's own employees (e.g, subcontracted Work being performed by the employees of a subcontractor to the Contractor's subcontractor), such subcontractor whose employees are not performing the subcontracted Work will be allowed the same mark-up percentages as provided in the immediately preceding sentence for Contractor.

3. If the scope of Work is reduced by the Owner such that the Contractor will not incur costs for deleted Work, the Contractor will credit those costs to the Owner and retain only Contractor's overhead and profit

incurred prior to notification of Owner's reduction of the scope of the Work. If extra Work is requested by the Owner, the Contractor will be allowed to add to Contractor's actual costs a percentage as noted above to cover Contractor's overhead and profit. When both additions and credits covering related Work or substitutions

are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

4. Contractor shall submit for payment of the Change Order Work as part of Contractor's regular submission of an Estimate for Partial Payment.

7. Article 7. TIME DELAY

7.1 CONTRACTOR EXCUSED DELAYS

The Contractor's right to proceed or perform the Work shall not be terminated for default, nor the Contractor charged with liquidated damages or other remedies for delay under the Contract Documents, due solely to delays that are excused under the provisions of this Section
7.1. In order to have a delay considered an excused delay under this Article 7, Contractor must provide all notices regarding the delay required by this Article 7 and by any other provisions of the Contract Documents in a timely manner, including the submission of Time Extension Request forms with its Estimate for Partial Payment as required under the terms of the Contract Documents. Any provision of the Contract Documents to the contrary notwithstanding, if Contractor fails to achieve Substantial Completion by the Substantial Completion Date set by the Contract, delays in the completion of the Work occurring after the Substantial Completion Date shall in no event be considered excused delays under this Article
7 and Contractor shall not be entitled to extensions of the Contract Time for any such

delays. A. Contractor Force Majeure.

1. A delay in the completion of the Work that arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or any subcontractor, and which could not have been prevented through the exercise of reasonable care, including but not restricted to, acts of God, acts of the public enemy, acts of terrorism, acts of federal, state or local government in its sovereign capacity, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes, unusually severe weather (excluding delays caused by above-average but not excessive rainfall) as described in B below, or delays of Owner as described in Section C below, shall be considered an excused delay provided that all notices are given as required by the Contract Documents. The failure of the Contractor or any subcontractor to order supplies, materials or equipment when shortages are known or expected, in time to perform the Work in accordance with the Contract Documents, is not an excused delay.

2. Within 5 days from the date that Contractor first becomes aware of a delay or the likelihood of delay from a force majeure event, Contractor must notify Owner, the Contracting Officer and Architect/Engineer in writing of the cause of delay and, if possible, Contractor's estimate of duration, to enable Owner to investigate and document the cause and duration of the delay. The Contractor shall submit with each Estimate for Partial Payment a "Time Extension Request" form (provided by the Owner) documenting any requests for

Contract time extension. If Contractor fails to provide the notice required by this subsection, and Owner is unable to adequately verify the cause or duration of the delay, or the impact of the force majeure event on the construction schedule, the delay will not be considered excused.

B. Delay for Weather Conditions.

1. The Contract Time set out in the Contract Documents, including Substantial Completion Date and Final Completion Date, are deemed to include normal weather conditions at the Project site. The Contractor may be entitled to an excused delay due to unusual and severe weather conditions if the weather conditions (i) are excessive and severe for the period of time, (ii) could not have been reasonably anticipated, and (iii) had an adverse effect on the scheduled construction and Contractor reasonably performed other Work on the Project in place of the scheduled work and still incurred a delay in the construction schedule. In order to be entitled to a delay on this basis, Contractor must provide Owner and Architect/Engineer with notice of the delay (as provided herein) and (ii) data substantiating the claim, including weather information issued by the National Oceanic and Atmospheric Administration ("NOAA") for the city in which the Project site is located (or if such information is not available for the Project site location, then for the closest city) which shows that the weather conditions were in excess of those that are normal for the site, and job logs that indicate impacted work and estimated effect of the weather. Unless the parties agree to a different method of determining weather conditions, weather information produced by NOAA will be used to determine normal and abnormal weather conditions at the Project site.

2. In order to be entitled to a Time extension due to weather conditions, Contractor must provide Owner and Architect/Engineer with notice of the adverse condition and its impact on the construction schedule as soon as Contractor becomes aware that a delay will or is likely to occur, to enable Owner to investigate and document the conditions, but in no event later than 5 days after the date of the commencement of the weather condition giving rise to the claim for the delay. The Contractor shall submit with each Estimate for Partial Payment a "Time Extension Request" form (provided by the Owner) documenting any requests for Contract time extension. If Contractor fails to provide the notice required by this subsection, and Owner is unable to adequately verify the cause or duration of the delay, or the impact of the weather condition on the construction schedule, the delay will not be considered excused.

C. Delay Caused by Owner.

1. If the Contractor is delayed at any time in the construction of the Work through no fault of Contractor or any subcontractor, by an act of the Owner or

Architect/Engineer (other than an excused delay), or of a separate contractor employed by the Owner (other than an excused delay), then the Contractor shall promptly notify the Owner and Architect/Engineer, in writing, of such delay, to enable Owner and/or Architect/Engineer to take action to reduce or eliminate the delay. Contractor must notify Owner and Architect/Engineer in writing as soon as possible after it becomes aware of the condition that it believes has caused or will be likely to cause a delay, but in no event later than 5 days after it becomes aware of such condition. Contractor's failure to do so will constitute a failure to mitigate damages. Owner shall not be liable for damages or delays for the period before notice of the delay is given to Owner.

2. The Contractor shall submit with each Estimate for Partial Payment a "Time Extension Request" form (provided by the Owner) documenting any requests for Contract time extension. Owner's proper exercise of any of its rights or remedies under the Contract Documents, including, but not limited to, remedies of suspension of the Work or requirement for correction or re- execution of any defective Work, shall not under any circumstances be construed as constituting a delay to Contractor's performance of the Work.

7.2 OWNER EXCUSED DELAYS

A. Owner shall not be deemed in default in its obligations under this Contract, nor shall Contractor be entitled to remedies, rights or damages as a result of a delay by Owner in the performance of its obligations under the Contract as a result of one or more of the following: unforeseeable causes beyond the control and without the fault or negligence of the Owner, its officers or employees, including but not restricted to, acts of God, acts of the public enemy, acts of terrorism, acts of federal, state or local government acting in its sovereign capacity, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes, unusually severe weather, or acts of Architect/Engineer or its consultants or their respective employees or separate Contractors, at any time arising from unforeseeable causes beyond the control and without the fault or negligence of such parties, or delays caused by Contractor or any subcontractor. A delay described in this Section 7.2.A shall constitute an event of force majeure applicable to Owner.

B. Owner shall use reasonable efforts to notify Contractor promptly after it becomes aware of the occurrence of an event giving rise to a delay. If Owner's performance is delayed through an event constituting an excused delay, Owner shall be entitled to an equitable extension of time in which to perform its obligations.

7.3 CONTRACTOR REMEDIES FOR DELAY

A. In the event of an excused delay under Section 7.1 A, B or C. Owner will provide Contractor with such reasonable extension of the Contract Time as may be equitable, provided that all conditions for obtaining an extension are met, unless Owner determines to require acceleration of the Work, as provided in Section 7.3.C. The time extension will be set out in a Change Order as provided in Article 6. Any such extension of the Contract Time shall be net of any unexcused delays caused by or due to the fault of Contractor or anyone performing Work under the Contract, (including the financial condition of the Contractor or any subcontractor).

B. Any provision of the Contract Documents to the contrary notwithstanding, it is expressly agreed that the extension of the Contract Time (or payment for acceleration of the Work as provided in Section 7.3.C) shall be Contractor's sole remedy for any delay unless the same shall have been caused by acts of the Owner which are a direct and unavoidable cause of damage to Contractor, and then only to the extent that such acts continue after Contractor's written notice to Owner of such delay as provided in Section 7.1 C.1 and Owner is not prevented from correcting the delay due to an event of force majeure.

C. Any provision in the Contract Documents to the contrary notwithstanding, in the event Contractor would be entitled to an extension of the Contract Time under the provisions of the Contract Documents, Owner shall have the right, instead of awarding additional time, to require Contractor to accelerate the Work, as provided in Section 13.2, and Owner shall pay Contractor for the reasonable additional costs incurred by Contractor that are attributable to such acceleration, as provided by Change Order.

7.4 OWNER REMEDIES FOR DELAY

A. Liquidated Damages: Time is of the essence in this Contract, it being important that this Project be quickly and timely completed. The Contractor and Owner acknowledge the difficulty of ascertaining actual damages for delay in performance, and therefore the Contractor and Owner understand and agree that for each and every day the Work or any portion thereof shall remain substantially incomplete after the Substantial Completion Date set by the Contract, Owner shall be entitled to liquidated damages as described in the Agreement. Liquidated damages may be withheld by Owner from amounts due to Contractor, or if not so withheld in full or in part, such amounts owing will be payable to Owner within 30 days after demand by Owner.

B. Acceleration of the Work: In addition to any other rights and remedies available to Owner under the Contract Documents or available at law or equity, in the

event the Work has been delayed due to unexcused delay by Contractor, or otherwise due to the fault of Contractor, its subcontractors, or anyone providing Work under this Contract, Owner may direct that the Work be accelerated by means of overtime, additional crews, additional shifts and/or resequencing of the Work in order to bring it back on schedule and/or to maintain it there as described in Section 13.2

8. Article 8. PAYMENTS AND COMPLETION

8.1 PROGRESS PAYMENTS

A. Promptly following execution of the Contract by Owner and the Contractor, the Contractor shall submit a Schedule of Values to the Architect/Engineer for approval, consisting of a breakdown of the Contract Amount, itemizing material and labor for the various classifications of the Work and the costs allocated thereto, which shall be aligned with the subcontractor and supplier contract values reported on the Disclosure Statement, prepared in such form and supported by such data to substantiate its accuracy, as the Owner may require. The breakdown will be used as a basis for reviewing the Contractor's Estimate for Partial Payment. The descriptions of Work classifications and the level of detail of Work activities reported on the Schedule of Values shall align with such terminology and level of detail in the Construction Schedule to allow review of both documents in consideration of progress payments. The Contractor's Estimate for Partial Payment must be submitted on the AISD Estimate for Partial Payment Form provided by Owner with two (2) signed original counterparts. A Time Extension Request form shall be submitted with each Estimate for Partial Payment whether or not an extension of time is requested. If an extension of time is requested, Contractor must state in the Time Extension Request the number of days requested and the cause for delay. In addition, Contractor shall submit with each Estimate for Partial Payment a Disclosure Statement confirming payment amounts to HUB firms.

B. Upon submission by the Contractor of its Estimate for Partial Payment accompanied by written invoices, and such other documentation as Owner or Architect/Engineer may require to substantiate the payment requested and Work performed, as well as any other documentation required to be submitted under the Contract Documents, Owner shall make payments not less frequently than monthly as the Work progresses, based upon percentage of the completion of the Work as determined from the Estimate for Partial Payment submitted by the Contractor, approved by the Architect/Engineer and approved by a Contracting Officer. The Contractor shall not submit the first Estimate for Partial Payment sooner than thirty days after commencement of the Work. No payment shall be made to the Contractor until all post-proposal or post-bid information, as applicable, has been submitted, approved and performance of Work begun. Payments will be made in accordance with the following provisions:

1. for Contract amounts of $400,000 or more, payments will be made to the Contractor by the Owner within fifteen days from the date the Estimate for Partial Payment is approved by the Architect/Engineer and Contracting Officer (if the Estimate is undisputed and in proper order).

Payment will be made in the amount of ninety-five percent (95%) of the value of all labor and materials fixed in proper position and all materials and equipment properly stored on the premises or other locations for which the Owner has expressed written approval.

2. for Contract amounts less than $400,000, payments will be made to the Contractor by the Owner within fifteen days from the date the Estimate for Partial Payment is approved by the Architect/Engineer and Contracting Officer (if the Estimate is undisputed and in proper order). Payment will be made in the amount of ninety percent (90%) of the value of all labor and materials fixed in proper position and all materials and equipment properly stored on the premises or other locations for which the Owner has expressly approved in writing, subject to the following provisions: (a) 10% of each Estimate shall be retained until the Work is 50% complete based on the percentage that the value of all labor and materials fixed in proper position bears to the total value of the Work under the Contract; (b) after the Work is over 50% complete, Owner may, at its sole discretion, reduce the amount of retainage to 5%, provided that the Contractor is not in default, the Contract is bonded, the Work is on current schedule and there is no controversy regarding the acceptability of the workmanship and materials or products, and provided further that the Architect/Engineer determines that the Work is in conformance with the Contract Documents. If any of these conditions do not continue, Owner may, at its sole discretion, reinstate the full 10% retainage until such time as the above conditions are met, in addition to any other rights and remedies it may have under the Contract.

C. When the Project is Substantially Complete, the retained amount may, at the Owner's discretion, be reduced to only that amount necessary to assure full performance of the Contract.

D. Owner shall not be bound to make Partial Payments if Performance and Payment Bonds are not required under the Contract. Owner shall have the right to make payment only on final completion of the Work.

E. All amounts withheld by Owner as retainage and which are payable to the Contractor after Owner has deducted out liquidated damages and/or any other amounts to which Owner is entitled under the terms of the Contract, are payable to the Contractor with the final payment.

F. All material and work covered by Partial Payments made shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which Payments shall have been made, or the restoration of any damaged work or as a waiver of the right of Owner to require strict fulfillment of all of the terms of the Contract. Payments to the Contractor shall not be construed to release the Contractor or its sureties from any obligation under this Contract.

G. Upon receipt of each payment from Owner, Contractor shall, in accordance with Section 2251.022 of the Texas Government Code, make appropriate payments due to its subcontractors not later than the 10th day after the date Contractor receives each such payment from Owner, and Contractor shall require each subcontractor receiving

payment from Contractor to make appropriate payments due to the subcontractor's respective subcontractors and suppliers not later than the 10th day after the date such subcontractor receives each such payment from Contractor in accordance with Section 2251.023 of the Texas Government Code. Pursuant to Section 2251.028 of the Texas Government Code, Contractor and each subcontractor shall pay interest as a payment is overdue. Interest shall be paid as set forth in Section 2251.025 of the Texas Government Code. If at any time Contractor or any subcontractor has questions concerning the process for payments by Owner under the Contract, such questions can be directed to the AISD Executive Director of Construction Management (or his/her designee) at 512-414-1715.

8.2 PAYMENTS WITHHELD OR NULLIFIED

A. The Architect/Engineer or Owner may withhold or nullify any progress payment or final payment in whole or in part, to the extent necessary in the Architect/Engineer's or Owner's reasonable opinion to protect the Owner from loss for which the Contractor is responsible, including loss because of:

1. defective Work not remedied;

2. third party claims threatened, filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

3. failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

5. damage to the property of Owner, a third party, or another contractor;

6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

7. failure to carry out the Work in accordance with the Contract Documents; or

8. failure to provide any submittals or documentation required under the Contract Documents in a timely manner, including updated versions of Contractor's Construction Schedule, current Time Extension Request, and Disclosure Statement confirming payment amounts to HUB firms.

B. If the above reasons for withholding payment are removed, and any defaults cured in a timely manner and prior to Owner exercising other rights or remedies, and no other condition of default or reason for withholding, offsetting or nullifying payment exists,

then payment will be made for amounts previously withheld. To the greatest extent permitted by applicable law, Owner shall not be deemed to be in breach of the Contract Documents by reason of the withholding of any payment which Owner is entitled to withhold pursuant to, or which it withholds in good faith in reliance on, any provision of the Contract Documents, and no interest shall accrue in connection with the withheld payment(s) determined to have been properly withheld. In determining whether amounts claimed for payment by Contractor, or any subcontractor, are in dispute, Owner shall have the right to consider amounts withheld under this provision, due to Contractor fault or in an attempt to protect the public from loss or overpayment of public funds, to be amounts in dispute. Nothing in this Section or in the Contract Documents shall limit or reduce any right of the Owner to offset amounts owed to Contractor by amounts Contractor owes to Owner, or to exercise any other rights or remedies provided by law or equity.

C. In accordance with Section 2251.021 of the Texas Government Code, undisputed payments not paid by Owner to Contractor are overdue on the 31st day after the later of (1) the date Owner receives the goods under the Contract Documents; (2) the date the performance of the service under the Contract Documents is completed; or (3) the date the Owner receives an invoice for the goods or services. Provided, however, if the Board of Trustees of Owner meets only once a month, such undisputed payments not paid by Owner to Contractor are overdue on the 46th day after the later event described in (1) – (3) of the preceding sentence. A payment begins to accrue interest on the date the payment becomes overdue at the rate of interest set forth in Section 2251.025 of the Texas Government Code.

8.3 SUBSTANTIAL COMPLETION

A. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect/Engineer for review and approval a comprehensive list of items to be completed or corrected and a schedule for completion ("Contractor's List") which is acceptable to the Owner. The Contractor shall proceed promptly to complete and correct items on the Contractor's List, including any items added to the Contractor's List by the Architect/Engineer during the Architect/Engineer's review or the period thereafter prior to final acceptance of the Work (the Contractor's List and any items added by Architect/Engineer prior to final acceptance of the Work are collectively called the "punch list"). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in

accordance with the Contract Documents. Upon receipt of the Contractor's List, the Architect/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If, upon such inspection, the Architect/Engineer determines that the Work or a designated portion thereof is not substantially complete, Contractor shall be charged with the cost to Owner of any and all additional inspections deemed necessary by the Architect/Engineer or Owner to determine that the Work or a designated portion thereof is substantially complete. When the Work or designated portion thereof is determined by Owner to be

substantially complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall (i) establish the date of Substantial Completion, (ii) establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, (iii) fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate, and (iv) specify each item on such punch list for which the warranties required by the Contract Documents shall commence on the date Owner and Architect/Engineer determine that Contractor has finally completed such punch list item in full and strict conformity to the Contract Documents. If no time period for completion of the punch list is fixed in such Certificate of Substantial Completion, the Work, including all items on the punch list, must be completed within sixty (60) days after Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless as otherwise provided in Section 3.11.A hereof. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

B. Upon Substantial Completion, Section 5 of the "Certification of Compliance" form [TEA §61.101(d)] must be executed by the Contractor and returned to the Architect/Engineer, who will forward same to Owner.

8.4 FINAL ACCEPTANCE AND PAYMENT

A. The Contractor shall notify the Architect/Engineer when the Work, including the punch list, is complete, and the Architect/Engineer will arrange a final inspection with the Contractor and the Owner. If, upon inspection, the Architect/Engineer or Owner determines that the Work, including the punch list, is not complete, Contractor shall be charged with the cost to Owner of any and all additional inspections deemed necessary by the Architect/Engineer or Owner to determine that the Work, including the punch list, is complete. If Contractor fails to complete the Work, including the punch list, within the time period for completion of the punch list fixed by the Architect/Engineer in the Certificate of Substantial Completion or within sixty (60) days after Substantial Completion, whichever is later, Owner may charge Contractor with the reasonable cost to Owner of additional Architect/Engineer services (including Project site visits) deemed necessary pending Contractor's completion of the Work, unless such services relate only to new Work authorized by Change Order following the date of Substantial Completion. Upon completion of the Work, including the punch list, in full and strict conformity to the Contract Documents, final acceptance of the Work by a Contracting Officer, and Contractor's satisfaction of its obligations for final payment, Owner shall pay the unpaid balance of the Contract Amount less any sum that may be necessary to settle any claim Owner may have against the Contractor or that may be necessary to settle any

outstanding obligations of the Contractor or of its subcontractors arising out of or incidental to the performance of the Contract or which is otherwise withheld pursuant to the terms of the Contract Documents. Neither the Certificate of Substantial Completion, nor final acceptance payment, nor any other

provisions in the Contract Documents, shall relieve the Contractor of its obligations under the Contract Documents or under any warranty.

B. Prior to final payment and as a condition thereto, Contractor shall furnish Owner with all warranties, instructions, lien releases, documents and other submittals required by the Contract Documents, or otherwise required by Architect/Engineer or Owner, a notarized Certificate of Satisfaction of Bills, stating that all bills and claims for labor, materials, equipment and otherwise, connected with the Work for which the Owner or the Owner's property might be responsible or encumbered, shall have been satisfied, or will be fully satisfied out of the final payment within 30 days of Contractor's receipt of such payment. Contractor shall also furnish a release of all claims against Owner, in form satisfactory to Owner, whether of Contractor, subcontractors or of others, arising under and by virtue of the Contract. In addition, the Contractor shall deliver to Owner all As-Built Drawings and three Owner's Manuals containing all Contractor and subcontractor names, addresses and phone numbers; all warranties and plumbing, electrical, and communication equipment/fixture product data; all special equipment product data; and all parts lists and operating, maintenance, and service manuals. In the event there are any (1) subcontractors, suppliers or other third-party claims against Contractor which will not be satisfied by Contractor after final payment is made, or (2) any claims which are not currently subject to dispute resolution procedures set out in the Contract but which Contractor does not deem to have been settled, the Contractor shall notify Owner in writing no later than the time of final Application for Payment. Owner shall have the rights with regard to such claims provided for in the Contract Documents. If Contractor does not expressly notify Owner of any and all specific claims against Owner which are not already pending and subject to negotiation or other claim resolution procedure as provided by this Contract, and which Contractor deems unsettled, then Contractor waives all such claims by Contractor's acceptance of final payment.

C. Owner shall not be obligated to make any progress payment or the final payment if the Surety objects to such payment or refuses to consent to such payment, or withdraws its consent to such payment. If requested by the Surety, or if Owner determines that it is advisable to do so, Owner shall have the right to make payments jointly to Contractor and Surety, or to Contractor and any subcontractor, supplier, or other person claiming payment for labor or materials. In the event of a dispute between Contractor and/or the Surety or persons performing labor or supplying materials, or to a third party claimant, as to whom payment of amounts held by Owner should be made, Owner shall have the right to interplead the funds held by it in the registry of a court of competent jurisdiction, and to withhold from the amounts held by Owner all attorney's fees and other costs incurred by Owner in connection with such dispute.

D. The Contractor shall arrange for a reasonable amount of instruction for the Owner’s employees and representatives to insure proper operation of all equipment furnished. The Contractor and, in particular, the Fire Protection, Plumbing, Heating, Ventilating

and Air Conditioning, Building Automation and Automatic Temperature Control Systems, Electrical, and Electronic Security subcontractors shall not assume that the Owner's employees possess special expertise or have had any previous experience whatsoever in the operation and maintenance of sophisticated mechanical, electrical and electronic equipment. It is the intent of this Subparagraph to require the Contractor and the applicable subcontractors to furnish as much detailed instruction as is necessary to educate reasonably intelligent personnel in the proper use of equipment. The Manufacturer's representative shall provide this instruction for each item of equipment. In some cases, this may require several visits to the Project by those responsible for the instruction. Further, the Contractor shall establish an operating and maintenance training program for the Project for the Owner's employees as herein more particularly provided in the Contract Documents. Such training program shall include instruction courses with respect to all of the school facilities and building systems comprising the Project.

E. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor against Owner except those previously made in writing and identified by Contractor as unsettled at the time of final Estimate for Partial Payment. Final payment is considered to have taken place when Contractor or any of its representatives negotiates Owner's final payment check, whether labeled final or not, for cash, or deposits the check in any financial institution. The provisions of this Article shall not be altered, reduced or diminished by any notation, statement or reservation written on the check by Contractor in connection with its endorsement. Such notification, statement, or reservation shall be deemed an invalid attempt by Contractor to amend the provisions of this Contract without the Owner's written consent.

9. Article 9. PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

A. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar with and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 *et seq*., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all applicable provisions of OSHA. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

B. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them or their facilities, and shall cooperate with them in the protection, removal, relocation and replacement of their facilities and/or utilities.

C. Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations.

D. Contractor shall be responsible for initiating and holding regular safety meetings at least once per week.

E. On or before the 10th day of each calendar month, Contractor shall submit to Owner a monthly report in a form provided by Owner stating the total man-hours worked at the Project site by Contractor and all subcontractors each day during the immediately preceding calendar month. For purposes of completing this monthly man-hour report, Contractor's daily observation at the Project site of the number of workers and hours worked is sufficient.

F. With respect to each injury on the Project site, Contractor shall furnish to Owner a copy of Contractor's first report of injury report within one (1) business day after Contractor's filing of such report with its insurance company, but in no event later than the sixth (6th) day after the date of such injury. In addition, Contractor shall notify the AISD/TASB Safety Department by telephone at 512-791-7662 immediately upon the occurrence of an injury at the Project site.

9.2 EMERGENCY FACILITIES

A. Contractor shall maintain at all times free access to fire lanes and emergency and utility control facilities such as fire hydrants, fire alarm boxes, utility valves, manholes, junction boxes, etc.

9.3 SAFETY OF PERSONS AND PROPERTY

A. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. Students, faculty, employees and visitors at any school where construction or renovation activities are being conducted and neighboring property owners;

2. Persons performing Work on the Project site and other persons who may be affected thereby;

3. The Work and all materials and equipment to be incorporated therein, whether in storage or off site, under care, custody or control of Contractor or any of its subcontractors; and

4. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

B. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, policies of the Owner's Board of Trustees and lawful orders of any public authority having jurisdiction for safety of persons or property or to protect them from damage, injury or loss.

C. For all excavation of trenches (as that term is defined in the regulations under the United States Occupational Safety and Health Act, 29 CFR Section 1926.650), as shown in the Solicitation Documents or Contract Documents, Contractor shall comply in all respects with the detailed plans and specifications set out in applicable OSHA regulations, and all other applicable laws. Specific Trenching Requirements, of the regulations of the Occupational Safety and Health Administration. Contractor shall assume full responsibility for compliance with the Occupational Safety and Health Administration regulations pertaining to trench safety systems. Contractor will be responsible for completion of additional detailed plans and specifications for trench safety to the extent that such detailed plans and specifications are necessary to supplement the provisions of these General Conditions.

D. Neither explosives nor blasting shall be permitted on the Project, except with the approval of the Owner upon recommendation of the Architect/Engineer.

E. Contractor shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the Project site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to an officer of the Contractor, not to Contractor's on site Project Manager or Superintendent. Upon request of Owner, Contractor shall provide certifications or other acceptable documentation of the Safety Representative's qualifications. The following requirements will be effective as of March 1, 2016:

1. The Safety Representative shall present to Owner certification of completion for both the Safety Representative and Superintendent of the OSHA 30-hour Construction Industry Training Outreach Program described at: http://www.osha.gov/dte/outreach/construction_generalindustry/constructio n.html

2. The Safety Representative shall verify that all construction workers (defined as persons covered by a prevailing wage determination) on the

Project site, whether employed by the Contractor or subcontractors, have completed
the OSHA 10-hour Construction Industry Training Outreach Program described at:

http://www.osha.gov/dte/outreach/construction_generalindustry/constructio n.html. The Safety Representative must receive a certificate of training completion before allowing a worker on site and shall submit a copy of such certificate to the Owner in the form of a submittal.

3. The Safety Representative shall ensure that workers, including those designated competent persons, have completed all applicable OSHA specific or other training needed to perform their job assignments. Training topics applicable to the scope of the current Project may include, but are not limited to, scaffolds, fall protection, cranes, excavations, electrical safety, tools, concrete and masonry construction, steel erection, operation of motor vehicles and mechanized equipment.

4. The Safety Representative shall ensure that all required OSHA and Workers' Compensation notices to workers are posted in English and Spanish at one or more conspicuous locations on the work site.

9.4 SCHOOL SAFETY REQUIREMENTS

A. When Work is to be performed at a Project site in which school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, and all persons performing Work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the Work with as little disruption to the learning environment and school activities as possible.

B. When Work is to be performed at a Project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractor's employees and other persons performing Work at the Project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing Work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

C. The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on Owner's property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

D. Contractor, subcontractors, and all other persons performing Work in connection with the Project shall strictly observe (i) all school bus safety laws and other written requirements, (ii) speed limits in the vicinity of the Project site, including, without limitation, school speed limits, and (iii) any posted speed limits on the Project site established by Owner. Contractor shall require strict compliance with this provision.

E. Contractor, subcontractors and all other persons performing Work at the Project site shall use only such access to the site and facilities as are designated by Owner, and shall comply with all other rules and requirements established by Owner for use or occupancy of the Project site.

F. Owner shall have the right to require the immediate removal from the Project site of any person performing Work who violates the provisions of this Section 9.4, and to prohibit such person from being allowed to perform Work at the Project site in the future.

G. A Contractor who fails to enforce compliance with the provisions of this Section 9.4, or who suffers or allows an employee, subcontractor or other person performing Work at the Project site to violate any of these provisions, shall be in breach of this Contract.

H. Contractor shall prominently post at the job site these requirements and any other rules or regulations required by law or established by Owner for the safety and protection of students, teachers, school employees and visitors or for the performance of Work at the Project site. Such rules or requirements shall constitute a part of the requirements under the Contract Documents for the performance of the Work, and the Contractor's failure to observe or enforce these requirements shall constitute a default under the Contract.

9.5 LOCATION AND PROTECTION OF UTILITIES

A. Notwithstanding any other provisions of the Contract, the Contractor shall be solely responsible for location and protection of any and all public lines and utility customer service lines in the Work area. Locations of utilities shown on plans are approximate only and do not necessarily indicate all utilities that may be encountered during construction or their exact location. Failure of a utility to be indicated or an incorrect location on information provided to Contractor by Owner or Architect/Engineer does not relieve the Contractor of responsibility to determine the locations of all lines and utilities and protect utility lines as provided herein. The Contractor shall notify "One Call" (1-800-344-8377), and exercise due care to locate and to mark, uncover or otherwise protect all such lines within the limits of construction and any of the Contractor's work or storage areas. Upon request, the Owner shall provide such information as known about the location and grade of water, sewer, gas, telephone, electric and other utilities in the work area, but such information shall not relieve the Contractor's obligation hereunder, which shall be primary and not delegable.

9.6 ASBESTOS

A. Contractor will not commence Work until Contractor has received from Owner information identifying the location(s) of asbestos containing materials within the areas of the Work at the Project site.

B. In the event the Contractor encounters on the site material reasonably believed to be asbestos which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos and has not been rendered harmless. The Work in the affected area shall be resumed, by written agreement of the Owner and Contractor, in the absence of asbestos or when it has been rendered harmless.

C. The Contractor shall comply with all applicable provisions and requirements of federal, state and local laws and regulations on removal and/or encapsulation of asbestos in public schools, including 15 USCA sections 2641 *et seq*.; 40 CFR part 763; TEX. REV. CIV. STAT. art. 4477-3a; and 25 TEX. ADMIN. CODE § 295.31 *et seq*. as the same may be modified or amended from time to time or superseded by other laws.

D. Remediation or removal of asbestos-containing materials shall only be conducted in accordance with all applicable laws, and performed by a licensed or certified asbestos abatement contractor. Such person must maintain insurance, including environmental liability insurance, in accordance with the requirements set forth herein.

E. Contractor shall not knowingly install asbestos or asbestos containing materials into the Work.

9.7 HAZARDOUS SUBSTANCES

A. Prior to commencement of the Work, Owner will provide all reports in its possession or control relating to the environmental condition of the Project site and Contractor shall be responsible for determining whether any environmental condition impacts the Contractor's Work, and for promptly notifying Owner and Architect/Engineer of any such impact. Contractor shall notify Owner and Architect/Engineer in writing as soon as possible, but in no event later than 5 days after Contractor becomes aware that hazardous materials, or suspected hazardous materials are located on the Project site or in connection with the Work and that such materials may impact the Contractor's Work. Contractor shall not disturb asbestos-containing materials or any environmental condition, unless such Work is within the scope of services to be performed by Contractor, and is performed in accordance with applicable law by duly licensed or certified professionals.

B. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on

the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect/Engineer in writing. In the event the Contractor encounters on the site material that Contractor knows, or reasonably believes to be a hazardous substance which has not been rendered harmless, the Contractor shall immediately stop Work in

the area affected and report the condition to the Owner and Architect/Engineer in writing.

C. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume. If Work is delayed by hazardous materials that were not known to be present at the Project site, the Contract Time and/or Contract Amount shall be equitably adjusted by Change Order in accordance with the provisions of the Contract, provided the hazardous material or substance or clean-up requirements were not caused by Contractor or any subcontractor or supplier, or person for whom Contractor is liable and notice of the conditions was timely given to Owner as provided herein.

D. Contractor agrees that it shall not transport to, use, generate, dispose of or install at the Project site any hazardous substance (as defined herein), except in accordance with applicable Environmental Laws. Further, in performing the Work, the Contractor shall not cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws. In the event the Contractor engages in any of the activities prohibited in this Section, to the fullest extent permitted by law, the Contractor hereby indemnifies, defends and holds harmless Owner and all of its officers, trustees, directors, agents and employees from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Section. These obligations are in addition to any other indemnification obligations provided by the Contract Documents and shall survive termination of the Contract or completion of Contractor's obligations under the Contract as to events occurring prior to such termination or completion.

E. For purposes of this Contract, the term "hazardous substance" or "hazardous materials" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixtures, which are defined in or included under or regulated by any local, state or federal law, rule, ordinance, by-law or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including without limitation The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), The Marine Protection Research and Sanctuaries

Act ("MPRSA"), the Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes, including all state and local counterparts of such laws (all such laws, rules and regulations, as amended from time to time, being referred to collectively as "Environmental Laws"). It is the

Contractor's responsibility to comply with this Section 9.7 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws, for all services rendered after the effective date of any such amendments.

9.8 CONTRACTOR'S SAFETY PROGRAM MANUAL

A. Prior to commencement of any Work on the Project site, Contractor shall deliver to Owner for review a copy of Contractor's written safety program manual ("Safety Program Manual"). The Safety Program Manual must describe in detail Contractor's entire safety program and the specific responsibilities of those involved, and shall include, without limitation, table of contents, safety rules/policies/procedures, references to all OSHA requirements and other applicable Federal, State and local safety laws, rules and regulations, Hazard Communication Program (but do not include Material Safety Data Sheets), method of providing safety training for all of Contractor's jobsite employees, subcontractor safety and requirements/enforcement. Prior to the commencement of any Work on the Project site, the Safety Program Manual must have been received and reviewed by Owner.

9.9 CONTRACTOR'S SAFETY PLAN

A. Prior to commencement of any Work on the Project site, Contractor shall deliver to Owner for review a written safety plan for the Project ("Safety Plan") that will provide a safe environment for all workers, and which complies with, but is not limited to, the following guidelines. The Contractor is responsible for reviewing the specific requirements of the Contract, analyzing the planned methods of operation, and incorporating any additional specific or unique safety requirements in the written plan. The Contractor is solely responsible for ensuring that all applicable safety regulations are addressed as part of the Safety Plan. Prior to the commencement of any Work on the Project site (i) the Safety Plan must have been received and reviewed by Owner, and (ii) the Safety Plan must be in place and fully operational.

B. General Provisions -- The Safety Plan shall include, but not be limited to, the following elements:

1. evacuation plans as may be required;

2. emergency response procedures;

3. identification of the Contractor's safety representative and all other designated individuals responsible for administering the Safety Plan;

4. safety provisions developed by the Contractor for its normal operation of construction activities or any specific provisions being employed for special construction activities; and

5. all other provisions necessary to properly protect all workers, the school population, and the Owner's employees and representatives carrying out their normal activities and duties at the Project site.

9.10 EMERGENCIES

A. In an emergency affecting safety of persons or property, where Contractor does not have time to contact the Owner's Project Manager or Architect/Engineer, or where such persons cannot be reached, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation and/or extension of time claimed by the Contractor on account of its response to an emergency that is not due to Contractor fault or negligence of Contractor or persons performing the Work on Contractor's behalf shall be determined by Architect/Engineer and Owner as provided under the provisions of this Contract regarding Change Orders.

9.11 OFFSITE WORK

A. The Contractor and its subcontractors shall utilize appropriate safety measures in performing such offsite work in public ways and sidewalks including, without limitation, obtaining and establishing adequate traffic barriers and installing appropriate signage, having sufficient trained personnel to direct vehicular and pedestrian traffic and hiring police as required to properly and safely conduct such Work. Such measures shall be designed so as to allow the Contractor and its subcontractors to properly carry out the required work in public ways and sidewalks while minimizing safety problems and disruption to the public using such public ways and sidewalks, all in compliance with applicable laws and regulations.

Article 10. INSURANCE AND BONDS

10.1 REQUIRED INSURANCE COVERAGE

A. Contractor shall provide insurance coverages and comply with the terms described in Subsections 10.1 through 10.6 (and 10.7 and/or 10.8 if applicable) for all Work required by the Contract through the end of the warranty period (with the exception of Builders' Risk). Contractor shall also maintain any extended coverage required herein for insurance coverage authorized to be provided on a claims made basis.

B. Contractor shall require each subcontractor to provide the insurance coverage described in Subsection 10.4 in accordance with the provisions of Subsections 10.1 and 10.2, and to provide the certificate of coverage for worker's compensation insurance described in Subsection 10.4. Subcontractors

performing environmental remediation or abatement or transportation of hazardous materials must provide the insurance required in Subsections 10.3 through 10.7 (except that Builders' Risk shall not be required if not available for the services performed by such subcontractor) and must comply with Subsections 10.1 and 10.2. Subcontractors performing professional

services as described in Subsection 10.8 must comply with the insurance coverage required by such subsection and with Subsections 10.1 and 10.2. All required insurance must be provided through the end of the warranty period (with the exception of Builders' Risk). Subcontractors must maintain such other insurance as Contractor may require. If Subcontractor is insured under a policy on a claims made basis, Contractor shall require such coverage to remain in effect for at least three (3) years.

C. The required insurance must be provided prior to the commencement of services or Work under the Contract, and must be provided at all times throughout the term of the Contract, as herein provided.

D. Contractor shall require each subcontractor to maintain commercially reasonable insurance coverage in connection with the Project as well as the insurance specifically required herein.

E. The Contractor's and any subcontractor's failure to comply with any of these provisions constitutes a breach of contract by the Contractor which entitles Owner to pursue the rights and remedies set forth in the Contract Documents if the Contractor does not remedy the breach within ten days after receipt of notice of breach from Owner.

10.2 GENERAL REQUIREMENTS

A. Contractor shall carry insurance in the types and amounts specified herein, which shall include coverage for items owned by Owner in the care, custody and control of Contractor prior to and during construction and warranty period.

B. Contractor must complete and forward to Owner a certificate or certificates of insurance on forms approved or deemed approved by the Texas Department of Insurance under Chapter 1811 of the Texas Insurance Code and provided or approved by Owner ("Certificate of Insurance," whether one or more) and all required endorsements before the Contract is executed, as verification of all coverage required below. Contractor and subcontractors shall not commence Work until the required insurance is obtained and until such insurance has been reviewed and approved by Owner. Maintenance of insurance by the Contractor and approval of insurance by Owner shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward a Certificate of Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage. Contractor must provide the Certificate of Insurance to Owner showing the extended or replacement coverage prior to the date for expiration of the policy or policies shown on the Certificate of Insurance held by Owner.

C. Contractor’s and subcontractor’s insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A VII or better unless

otherwise approved by the Owner. If an insurance company becomes insolvent or goes into receivership or liquidation, the Contractor or subcontractor affected shall provide the required insurance coverage from an alternate insurer that meets the requirements of this Contract.

D. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate the Owner as: Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703 Attn: Executive Director, Department of Construction Management.

E. If insurance policies are not written for amounts specified below, Contractor or subcontractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

F. Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

G. Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor.

H. Contractor and subcontractors shall not cause any required insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract Documents.

I. Contractor and subcontractors shall be responsible for premiums, deductibles and self- insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

J. Contractor shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

K. If Owner owned property is being transported or stored off-site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

L. The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of Contractor, or to prevent

Contractor from maintaining greater coverage, or from requiring greater coverage from its subcontractors, should Contractor so choose.

M. Contractor and each subcontractor shall use a Certificate of Insurance form provided or approved by Owner.

N. If the Owner is damaged by the failure or neglect of the Contractor or a subcontractor to purchase or maintain insurance as required by the Contract Documents, then the Contractor shall bear all costs attributable to or resulting from such failure, and shall be liable to Owner for any loss or liability that Owner sustains as a result of such failure or neglect. This obligation shall survive termination or completion of the Contract as to any failure or neglect to obtain or maintain insurance during the period required by the Contract Documents.

10.3 BUSINESS AUTOMOBILE LIABILITY INSURANCE.

A. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner:

1. Waiver of Subrogation endorsement in favor of Owner;

2. 30 day Notice of Cancellation endorsement; and

3. Additional Insured endorsement naming Owner as an additional insured.

B. Provide coverage with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are
$500,000 bodily injury per person, $1,000,000 bodily injury per accident and at least $250,000 property damage liability each accident.

10.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

A. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code). Contractor shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner for every person providing services on the Project as acceptable proof of coverage. The Owner's Certificate of Insurance No.
104 must be presented as evidence of coverage for Contractor. Workers' Compensation Insurance coverage written by the Texas Mutual Insurance Company (f/k/a Texas Workers Compensation Insurance Fund) is acceptable to

Owner. Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Owner:

1. Waiver of Subrogation in favor of Owner; and

2. 30 day Notice of Cancellation.

B. The minimum policy limits for Employers' Liability Insurance coverage shall be $500,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $500,000 bodily injury by disease each employee.

C. Definitions:

1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance ("TDI"), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity'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 Project has been finally completed and accepted by Owner and any warranty period has terminated.

3. Persons providing services on the Project ("subcontractor" in §406.096 of the Texas Labor Code) - 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 the Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

D. Workers' Compensation policies shall include waivers of subrogation as against Owner, its officers, trustees and employees.

E. 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.

F. The Contractor must provide a certificate of coverage to Owner prior to being awarded the Contract.

G. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage

period, file a new certificate of coverage with Owner showing that coverage has been extended prior to the expiration date of the coverage.

H. The Contractor shall obtain from each person providing services on the Project, and provide to Owner:

1. a certificate of coverage, prior to that person beginning work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

2. no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

I. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

J. The Contractor shall notify Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

K. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. The required posting is set out below in Article 18.

L. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

2. provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

4. obtain from each other person with whom it contracts, and provide to the Contractor: (a) a certificate of coverage, prior to the other person beginning work on the Project; and (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown 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 Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

7. contractually require each person with whom it contracts to perform as required by items 1–6 of this Subsection 10.4.L, with the certificates of coverage to be provided to the person for whom they are providing services.

M. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

N. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles Owner to pursue the rights and remedies set forth herein (including the right to declare the Contract void) if the Contractor does not remedy the breach within ten days after receipt of notice of breach from Owner.

10.5 COMMERCIAL GENERAL LIABILITY INSURANCE.

A. The Policy shall contain the following provisions:

1. Contractual liability coverage for liability assumed under the Contract and all contracts relative to the Project.

2. Products/Completed Operations coverage for the duration of the warranty period.

3. Contractors/Subcontractors Work coverage.

4. Aggregate limits of insurance per project endorsement.

5. Additional Insured Endorsement naming Owner as an additional insured. Such coverage shall provide for Owner to be covered against claims arising out of construction operations and completed operations without further restriction and such coverage shall be endorsed to be primary and non-contributory insurance coverage to Owner.

6. 30 day notice of cancellation, nonrenewal or substantial modification in favor of Owner.

7. Waiver of Transfer of Recovery Against Others in favor of Owner.

B. Provide coverage with a minimum combined bodily injury and property damage per occurrence limit of $2,000,000, and a general aggregate limit of $4,000,000, products/completed operations aggregate limit of $4,000,000, and Personal and Advertising Injury limit of $2,000,000. The policy shall be amended so that the completed operations/products aggregate shall apply on a per project basis.

10.6 BUILDERS' RISK INSURANCE

A. Contractor shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. At Owner's election, such coverage shall continue in effect until the Work is accepted by Owner even if the Project is occupied and put to its intended use prior to such acceptance.

10.7 HAZARDOUS MATERIALS INSURANCE

A. For projects which include lead abatement instead of asbestos abatement, substitute "lead" for "asbestos" in the following paragraphs. For projects which include lead and asbestos abatement, change the word "asbestos" in the following paragraphs to read "lead and asbestos."

B. For Work which involves asbestos or any hazardous materials or pollution defined as asbestos, Contractor or subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above:

1. Provide an asbestos abatement endorsement to the Commercial General

Liability policy with minimum bodily injury and property damage limits of
$1,000,000 per occurrence and products/completed operations coverage with a separate aggregate of $1,000,000. This policy shall not exclude asbestos or any hazardous materials or pollution defined as asbestos, and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30

day Notice of Cancellation and Waiver of Subrogation endorsements in favor of Owner.

2. Contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage as required by law and the Contract Documents. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a $1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement shall, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

3. Contractor shall submit complete copies of the policy providing pollution liability coverage to Owner.

10.8 PROFESSIONAL LIABILITY INSURANCE

A. For Work or services which require professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to trench safety systems, traffic control plans, and construction surveying, abatement plans, the Contractor or subcontractors responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of $1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract.

B. The policy shall include a 30 day Notice of Cancellation endorsement in favor of Owner and shall be occurrence based. If the policy is claims made, the retroactive date shall coincide with the date of this Contract. The Certificate of Insurance shall state that this coverage is claims made and shall give the

retroactive date. Coverage shall be continuous or contain an extended reporting period for not less than 12 months beyond the expiration of the warranty period.

10.9 BONDS

A. Prior to commencement of Work hereunder, Contractor will (if the Contract amount exceeds $25,000.00) provide a Performance Bond and a Payment Bond, each in the penal amount of 100% of the Contract Amount, conditioned that Contractor will faithfully perform all Contractor's undertakings in this Contract and will fully pay all persons furnishing labor and material in the prosecution of the Work provided for in this Contract. Such Performance Bond and Payment Bond shall be on forms supplied by Owner, issued by a corporate Surety licensed to do business in Texas that is listed on the U.S. Treasury list of approved sureties as provided in Subsection 10.9 B. If any surety upon any bond becomes insolvent, is in receivership, is unable to perform its obligations, or otherwise ceases to do business in this State, the Contractor shall promptly furnish Owner with substitute bonds or equivalent security satisfactory to Owner to protect the interests of Owner and of persons furnishing labor and materials in the prosecution of the Work.

B. All bonds furnished by Contractor must comply with Chapter 2253, Texas Government Code, including the requirement that such bonds must be executed by a corporate surety licensed to do business in Texas in accordance with Article 7.19-1, Texas Insurance Code. Such bonds shall be on forms supplied or approved by Owner. Surety shall be listed as an approved surety by the U. S. Treasury Department, if the bond amount is $400,000 or more or as required by Owner in accordance with applicable law. If any surety on any bond becomes insolvent or is unable to perform its obligations thereunder, the Contractor shall immediately furnish replacement bonds or equivalent security acceptable to Owner to protect the interests of Owner and persons furnishing labor and materials to the Project.

10.10 ADDITIONAL BOND REQUIREMENTS IF CONTRACT AMOUNT IS NOT ESTABLISHED WHEN CONTRACT IS SIGNED

A. If a fixed Contract Amount or Guaranteed Maximum Price has not been determined at the time the Contract is signed by the Contractor, the penal sums of the Performance and Payment Bonds delivered to Owner must each be in an amount equal to the Estimated Project Budget, as specified for each project in the Owner's Solicitation Documents. The Contractor shall deliver the bonds to Owner not later than the 5th day after the date the Contractor executes the

Contract, unless Owner expressly agrees in writing to accept from the Contractor a bid bond, proposal bond or other financial security acceptable to Owner to ensure that the Contractor will furnish the required Performance and Payment Bonds at the time the Contract Amount or Guaranteed Maximum Price is established.

B. If Owner agrees to accept a bid bond, proposal bond or other financial security in lieu of Payment and Performance bonds in connection with Contractor's execution of the Contract, then Contractor must provide Payment and Performance Bonds at the same time Contractor executes and delivers to Owner an amendment to the Contract furnished by Owner establishing a Guaranteed Maximum Price for, as applicable, (i) the first phase of the Work described in such amendment, if the Project will be performed in two or more phases, or (ii) the final Guaranteed Maximum Price for the

Work described in such amendment, if the Project is not phased. The Payment and Performance Bonds must each be in the amount of 100% of the Contract Amount or Guaranteed Maximum Price as established in such amendment, or the Estimated Project Construction Budget, as specified in the Agreement, whichever is greater. If Payment and Performance Bonds are provided by Contractor before the final Guaranteed Maximum Price is established, Contractor will, as necessary, provide Owner with endorsements or replacement bonds so that the penal amount of each Bond is equal to 100% of the final Guaranteed Maximum Price, within 5 days after the final Guaranteed Maximum Price is agreed to by Owner and Contractor, as evidenced by the execution of an amendment to the Contract establishing the final Guaranteed Maximum Price.

10.11 WAIVER OF SUBROGATION

A. Contractor and Owner waive all rights of recovery against the other party and such party's employees, officers, agents and Board members, for damages resulting from fire, or other causes of loss, but only to the extent the damages are covered by insurance proceeds actually received and applied to the payment of such damages, from insurance coverage required to be maintained under this Contract or other insurance coverage which is available to respond to such loss. Nothing in this provision will be deemed to waive any party's right to insurance proceeds.

11. Article 11. INSPECTIONS, TESTS AND CORRECTION OF WORK

11.1 TIMES AND PLACES

A. Except as otherwise provided in this Contract, inspection and test by Owner of material and workmanship required by this Contract shall be made at reasonable times and at the site of the Work, unless the Owner upon consultation with the Architect/Engineer determines that such inspection or test of material which is to be incorporated in the Work shall be made at the place of production, manufacture, or shipment of such.

11.2 CONTINUING RESPONSIBILITY

A. Except as otherwise specified by the Owner upon advice of the Architect/Engineer at the time of determining to make an inspection or test, no inspection or test shall relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of Owner after acceptance of the completed Work.

11.3 INSPECTIONS AND TESTING

A. All inspections and tests which may be required by the building codes and ordinances of the city where the Project site is located, or if in no city, the closest city, will be performed in conformance with applicable law, at Contractor’s expense (except as

otherwise provided by applicable law), whether or not the Project site is within the corporate limits of that city.

B. By law, Owner is required to provide or contract separately with a third party to provide for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the Work by Owner. Contractor shall not include costs for these services in the Cost of the Work.

11.4 REJECTED MATERIAL OR WORK

A. The Contractor shall, without charge, promptly replace any material or correct any workmanship found by Owner or Architect/Engineer not to conform to the Contract requirements, unless in the public interest Owner consents to accept such material or workmanship with an appropriate adjustment in Contract Amount. The Contractor shall promptly segregate and remove rejected material from the premises.

B. The Contractor will be charged with the additional cost of any test or inspection of the replaced material or corrected workmanship.

C. If the Contractor does not promptly replace rejected material or correct rejected workmanship, it shall be a material default under the Contract and Owner may (1) notwithstanding any provision of Section 13.3.A to the contrary, by contract or otherwise, immediately commence to replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) pursue its rights and remedies under the Contract in accordance with Article 13.

11.5 COOPERATION

A. The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Architect/Engineer. All inspections and tests by Owner shall be performed promptly. Special, full-size, and performance tests shall be performed as described in this Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

11.6 COVERED WORK

A. Should it be considered necessary or advisable by Owner at any time before acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such Work shall have been covered without the approval of the Architect/Engineer, or if such Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor, subcontractors or anyone furnishing labor or materials under this Contract, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Amount to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, Contractor shall, in addition, be granted a suitable extension of time.

Article 12. MISCELLANEOUS PROVISIONS

12.1 THIRD PARTIES

A. All provisions of this Contract shall be binding upon and inure to the benefit of Owner, Contractor and their respective successors and assigns, but Contractor shall not assign this Contract in whole or in part, nor assign any monies due or to become due hereunder, without in each case the prior written consent of Owner. No provision of this Contract shall inure to the benefit of any third party that is neither an approved assignee nor a successor of Owner or of the Contractor.

12.2 BANKRUPTCY

A. It is recognized that (i) if any order for relief is entered on behalf of or against the Contractor pursuant to Title 11 of the United States Code, (ii) if any other similar order is entered under any other debtor relief laws, (iii) if the Contractor makes a general assignment for the benefit of its creditors, or (iv) if a receiver is appointed for the benefit of creditors, or (v) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate the Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon the occurrence of any such event, the Owner, in addition to other rights and remedies hereunder, shall be entitled to request the Contractor or its successor in interest to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days after delivery of the request shall entitle the Owner to terminate the Contract or Contractor's right to perform thereunder, to

make demand on the Surety to perform the Contractor's obligations, and to any other enforceable rights set forth in the Contract Documents.

B. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to make demand on

the Surety or proceed with the Work with its own forces or with other contractors on a time and materials or other appropriate basis, the cost of which will be backcharged against the Contract Amount. If such costs and damages exceed the unpaid balance, the Contractor shall be obligated to pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Contract. To the extent the costs of completing the Work, including compensation for additional professional services (including but not limited to attorney's fees) and expenses, exceed those costs which would have been payable to the Contractor to complete the work except for the Contractor's default, the Contractor will pay the difference to the Owner, subject to any rights of the Surety, if the Surety performs Contractor's obligations, and this obligation for payment shall survive termination or completion of the Contract Documents. Such costs incurred by the Owner will be determined by the Owner and confirmed by the Architect/Engineer.

C. Any provision in this Section 12.2 regarding the obligations of Contractor for the payment of amounts or the performance of obligations is subject to Contractor's rights under Federal law and nothing in this Section is intended to constitute an assertion of a debt in violation of any such rights.

12.3 NONWAIVER OF DEFAULT

A. Any failure by Owner at any time, or from time to time, to require strict compliance with or to enforce any of the terms or conditions of this Contract shall not constitute a waiver of any such terms or conditions nor shall it affect or impair Owner's ability to require strict compliance with such terms or conditions in the future, or the right of Owner at any time to avail itself of such remedies as it may have for any breach or breaches of any such term or condition. An express waiver by Owner of any specific act of nonperformance or default shall not constitute a waiver of any subsequent acts of nonperformance or default.

12.4 SEVERABILITY

A. If any provision of the Contract shall be determined to be invalid, unlawful or unenforceable, this Contract shall be reformed to the greatest extent necessary to make the offending provision valid and enforceable, or if this offending provision cannot be modified so as to be valid and enforceable, this Contract shall be reformed so as to exclude the offending provision from this Contract if it can be done without destroying the benefit of the bargain between the parties. As so reformed, the Contract shall be binding upon and enforceable by both

Owner and the Contractor. No additional consideration shall be due to either party by reason of any such reformation.

12.5 CONSTRUCTION

A. The Contract Documents shall not be construed more or less favorably between the parties by reason of authority or origin of language.

13. Article 13. TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 SUSPENSION OF THE WORK FOR OWNER'S CONVENIENCE

A. Owner or the Architect/Engineer may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of Owner.

B. If the performance of all or any part of the Work is suspended by Owner for its convenience, through no fault of Contractor and for reasons other than an event of Force Majeure, by an act of a Contracting Officer in the administration of this Contract, for a cumulative period of time of more than 60 days during the term of this Contract, then Contractor shall be entitled to an equitable adjustment to the Contract Time and/or for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by a suspension which is in excess of the 60 days herein provided, and the Contract modified in writing accordingly by Change Order.

C. However, no adjustment shall be made under this clause for any suspension to the extent (1) that performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

13.2 RESPONSIBILITY FOR COMPLETION

A. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operation and Sundays and holidays, as may be necessary to insure the progress of the Work in accordance with the approved Construction Schedule and the completion of the Work within the Contract Time. If Work falls behind the currently updated and approved Construction Schedule and it becomes apparent from the current schedule that the Work will not be completed within the Contract Time, the Contractor agrees that the Contractor will take some or all of the following actions as deemed necessary by the Owner to substantially eliminate the backlog of work and complete the Project within the Contract Time:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the opinion of the Owner, the backlog of work;

2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination

or the foregoing sufficient to substantially eliminate, in the opinion of the Owner, the backlog of work; and

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

B. The Owner may require the Contractor to submit a recovery schedule demonstrating the Contractor's program and proposed plan to make up the lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Owner and Architect/Engineer find the proposed plan not acceptable, they may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may require the Contractor to take any or all of the actions set forth in Section 13.2.A to make up the lag in scheduled progress.

C. Failure of the Contractor to substantially comply with the requirements of this Section 13.2 may be considered grounds for a determination by the Owner, that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract Time as required by Section 3.1.A.

D. If Contractor's failure to meet the time periods provided in the approved Construction Schedule or other delay in the performance of the Work is due to Contractor's unexcused delay, the Contractor shall perform the services required by this Section 13.2 at no additional cost to Owner. If Owner determines that the failure or delay is due in part to Contractor's unexcused delay and in part to other causes which are not the fault of Contractor or for which Contractor is not responsible, the additional costs attributable to the acceleration of the Work required under this Section 13.2 shall be equitably allocated between Contractor and the Owner, provided however, that nothing in this provision is intended to waive or limit Owner's right to pursue claims against any third party for the additional cost of the Work allocated to Owner.

E. Any provision in the Contract Documents to the contrary notwithstanding, in the event Contractor would be entitled to an extension of time under the provisions of the Contract, Owner shall have the right, instead of awarding additional time, to require Contractor to accelerate the Work, as provided in this Section, and Owner shall pay Contractor for the reasonable additional costs incurred by Contractor that are attributable to such acceleration, as provided by Change Order.

13.3 EVENTS OF DEFAULT

A. Contractor will be in default under this Contract if Contractor fails to prosecute the Work diligently, in a timely manner and in accordance with the Contract Documents, or fails to timely comply with or perform any other obligation(s)

under the terms of the Contract, and such default continues after Owner provides Contractor with written notice of default and opportunity to cure as herein provided. Unless a longer notice period is required by law, Owner shall give Contractor 10 days written notice and opportunity to cure. In the event of an emergency condition, where the Contractor's breach or the failure to cure the default presents an imminent threat to the safety of persons or property, Owner may exercise its rights and remedies under this Contract

if Contractor does not cure the default within 3 days after notice of default is given, including the right to perform the curative work, and to charge Contractor for the costs incurred by Owner.

B. Owner will be in default under this Contract if Owner commits a default under the terms of this Contract, and fails to cure such default within ten days after written notice by Contract or within such longer time period as may be provided by law. Provided, however, that if the default is one that cannot be reasonably cured within such time period, Owner shall not be deemed in default if Owner commences the cure within the stated notice period, and diligently pursues the cure to completion The notice of default and time periods provided by this Section shall be in addition to any other notice and cure periods provided by the Contract Documents.

C. Any provision in this Contract to the contrary notwithstanding, upon a default by Contractor, Owner shall have, in addition to any rights or remedies provided by the Contract Documents, all rights and remedies available at law or equity. All such rights and remedies are cumulative, and not exclusive, and may be exercised by Owner independently, concurrently or successively.

D. Upon a default by Owner, Contractor will have the rights provided by law or equity, subject to the provisions of the Contract, including those set forth in Article 14.

E. In the event either party files suit in connection with the Contract Documents or the Project, the prevailing party shall be entitled to Court costs and reasonable attorney's fees.

13.4 TERMINATION FOR CONVENIENCE OF OWNER

A. The performance of Work under this Contract may be terminated by Owner in whole, or from time to time in part, whenever Owner shall determine that such termination is in the best interest of Owner. Any such termination shall be effected by delivery to the Contractor of a written notice of termination ("Notice of Termination") specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, the Contractor shall cooperate fully with Owner in minimizing the cost to Owner of such termination and shall, as directed by a Contracting Officer, protect the Work accomplished and properties acquired for performance of the Work, terminate or cancel incomplete subcontracts and purchase orders, and dispose of surplus materials and other properties.

C. In the event of such a termination, the Contract Amount shall be equitably adjusted to a sum which shall fairly compensate the Contractor for all Work completed and for all costs incurred (net of salvage) in part performance of the incomplete portions of the Work and for all costs incurred in connection with the termination, but exclusive of

profit on the incomplete portions of the Work. In no event shall such sum be less than the portion of the Contract Amount allotted to the completed portion of the Work.

D. No amount shall be allowed the Contractor hereunder unless, within ninety-one days after all compensable costs of Contractor shall have become liquidated and determinable, and not thereafter, Contractor shall submit in writing to the Executive Director of Construction Management Contractor's claim in the amount stated with such supporting particulars as the Executive Director of Construction Management may request.

13.5 TERMINATION FOR CONTRACTOR'S DEFAULT

A. If the Contractor is in default under this Contract, and the default has extended beyond the cure period provided in this Contract, then Owner may, by written notice to the Contractor and without notice to Contractor's Surety, terminate this Contract or terminate Contractor's right to proceed with the Work under the Contract. In such event Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the Work such materials, equipment, machinery, tools, and supplies as may be on the site of the Work and necessary therefore. Owner may also make demand on the Surety to perform Contractor's obligations under the Contract. Whether or not the Contractor's right to proceed with the Work is terminated, Contractor and Contractor's Surety shall remain liable for any damage to Owner resulting from Contractor's refusal or failure to complete the Work within the specified time.

B. If Owner should so terminate the Contractor's right to proceed, or the Contract, the resulting damages recoverable by Owner will include liquidated damages for delay as may be specified in the Agreement or other Contract Documents until Substantial Completion of the Work, together with any increased cost or expenses incurred by Owner in so completing the Work or curing the default.

C. If, after notice of termination of the Contract or Contractor's right to proceed under the provisions of this Section 13.5, it is determined for any reason that the Contractor was not in default under the provisions of the Contract, or that the delay was excusable under the provisions of Article 7 hereof, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 13 concerning termination for the convenience of Owner.

14. Article 14. ADMINISTRATIVE PROCEDURE FOR CONTRACTOR CLAIMS

14.1 ADMINISTRATIVE PROCEDURE FOR RESOLUTION OF CLAIMS

A. No claim by the Contractor for additional time or for additional compensation (including damages) shall be allowed unless it is timely presented to Owner and Architect/Engineer in writing, together with appropriate detailed supporting

documentation, as provided by the terms of the Contract Documents and the provisions of this Article 14.

B. Contractor must notify Owner and Architect/Engineer of its claim in writing (a) within 21 days (or such later period as may be required by law) after occurrence of the event giving rise to a claim or (b) within 21 days (or such later period as may be required by law) after the Contractor first recognizes, or should have recognized, the condition giving rise to the claim, whichever is later. Within 20 days of submitting a claim, Contractor must provide complete and detailed documentation concerning the nature and amount of the claim, to the extent that such information is reasonably available. Failure to comply with the requirements of this Subsection 14.01.B constitutes a waiver of Contractor's claim.

C. Any claim by the Contractor for additional time or for additional compensation shall be presented by Contractor to Owner first as a request for a Change order to adjust the Contract Time and/or Contract Amount as provided in Article 6, and shall be approved or rejected by the Executive Director of Construction Management.

D. If the Executive Director of Construction Management should reject a claim of the Contractor so presented, or if he should fail to approve it within sixty days after presentment by Contractor to the Executive Director of all required information and supporting documentation, the Contractor may appeal in writing to the Board of Trustees of AISD. The Decision of the Executive Director of Construction Management shall be final and binding unless the Contractor takes such an appeal within twenty days after the date of the decision by the Executive Director of Construction Management. Contractor shall comply with the terms of any written appeal procedure established by Owner.

E. If the Board of Trustees of AISD should reject the Contractor's claim, or if the Board of Trustees should reject the Contractor's claim within ninety days after it is timely filed with the Board as specified in Subsection 14.01.D, the Contractor's administrative remedy under this Contract shall be deemed to be exhausted.

F. No suit shall be brought by the Contractor upon this Contract, or for breach of this Contract, until the administrative remedy set forth herein shall have been exhausted, nor more than two years after exhaustion of the administrative remedy. In addition, the Contractor agrees to mediate any such claim with Owner, in good faith, prior to filing suit against Owner in connection with such matters.

G. During the pendency of any claim, the Contractor shall proceed diligently with the work as directed by the Executive Director of Construction Management.

H. This Contract shall be construed in accordance with the laws of the State of Texas, and venue for any case or controversy arising under or pursuant to this Contract or in connection therewith, shall lie in courts of competent jurisdiction in Travis County, Texas, and in the federal courts of Austin, Texas.

15. Article 15. PARTIAL USE OR OCCUPANCY

A. The Owner shall have the right to use and occupy spaces or systems and other portions of the Work prior to completion and acceptance of all the Work (including occupancy by a tenant, operator or anyone else occupying or using the Project with the Owner's consent, or to install furnishings and equipment). In addition, the Owner shall have the right to accept and operate Project systems in advance of Substantial Completion.

B. If the Owner desires to exercise its right of partial occupancy or use as provided herein, the Contractor shall cooperate with the Owner in making available for the Owner's use building services such as heating, ventilating, cooling, water, lighting, power, elevator and telephone for the proposed use and health, safety and comfort of the users or occupants of the space or spaces and other parties present on or entering or leaving the site. If the equipment required to furnish such services is not entirely completed at the time the Owner desires to use or occupy aforesaid space or spaces, the Contractor shall make every reasonable effort to complete the same as soon as possible so that the necessary equipment can be put into operation and use.

C. Mutually acceptable arrangements shall be made between the Owner and Contractor for procedures, terms, and conditions governing the operation and maintenance of such services and facilities as may be utilized for the benefit of the Owner prior to Substantial Completion. The Owner will assume the proportionate and reasonable responsibility for operation and cost of the systems, equipment and/or utilities required to provide such services.

D. The Owner's early occupancy or use of any portion of the Work as described in this Article 15 shall not constitute the Owner's acceptance of any Work, materials or equipment which are not in conformity with the requirements of the Contract Documents, nor relieve the Contractor from its obligations to complete the Work, or its responsibility for loss or damage due to or arising out of defects in, or malfunctioning of systems, equipment, material or any element of the Work, or from any unfulfilled obligations or responsibilities under the Contract Documents.

E. The Contractor shall make no claim for delay or extension of the Contract Time or for damages of any kind arising directly or indirectly out of the exercise by the Owner of the rights reserved under this Article 15.

16. Article 16. TAXES

A. The Contract Amount shall be deemed to include all taxes payable in connection with the Work.

B. Owner is a tax exempt entity and Contractor shall take all steps required by applicable law to purchase materials, equipment and services free from sales and other taxes in accordance with law, including compliance with procedures established by the Texas

Comptroller. If Contractor fails to obtain such tax exemption on any materials and equipment, Contractor shall notify Architect/Engineer and Owner shall not be obligated to pay the amount of such taxes as part of the Cost of the Work.

C. Unless otherwise provided by applicable law, the following items are exempt from tax in connection with this Contract:

1. The purchase of personal property, (including machinery or equipment and its accessories and repair and replacement parts) for use in the performance of a Contract for an improvement to realty if the personal property is incorporated into realty in the performance of the Contract;

2. The purchase of property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty if the personal property is (a) necessary and essential for the performance of the contract and (b) completely consumed at the job site. Personal property is completely consumed if after being used once for its intended purpose, it is used up or destroyed. Personal property that is rented or leased for use in the performance of the Contract is not deemed to be completely consumed.

3. The purchase of a taxable service for use in the performance of a contract for an improvement to realty if the service is performed at the job site, and if (a) the Contract expressly requires the specific service to be performed or (b) the service is integral to the performance of the contract.

17. Article 17. NOTICE TO PARTIES

A. Unless otherwise provided in the Agreement, notice given under this Contract shall be in writing, and shall be deemed delivered upon deposit in the U. S. Mail (whether or not actually received) if addressed to the recipient at the address for notice set forth in the Contract Documents, and sent by registered or certified mail return receipt requested, postage prepaid, with copy sent concurrently by facsimile. Notice given in any other manner shall be deemed delivered if and when actually received. Contractor or Owner may change its address for notice by providing the other party with written notice of the change of address for notice given in the manner provided by Article 17. Such change of address shall be effective 14 days after delivery of the notice.

18. Article 18. NOTICES REQUIRED TO BE POSTED AT PROJECT SITE

18.01 JOB SITE POSTINGS

A. Contractor shall post at the Project site in both English and Spanish, in a conspicuous place, any notices required by law to be posted there, and any notices required by the Owner in writing to be posted there, including the Notice of Prevailing Wage Rates, Important Information Notice regarding Owner contact for wage disputes or questions,

Contractor's Notice regarding pledge of Equal Opportunity Employment and the following notices:

1. Workers' Compensation Notice

   Contractor must post at Project site. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to Contractor's employee population.

NOTICE OF REQUIRED WORKERS' COMPENSATION COVERAGE

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 512-804-4345 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

COBERTURA REQUERIDA DE COMPENSACIÓN PARA TRABAJADORES

La ley requiere que cada persona que trabaja en este lugar o que proporciona servicios relacionados con este proyecto de construcción debe estar cubierta por un seguro de compensación para trabajadores. Esto incluye a personas que proporcionan, transportan, o entregan equipo o materiales, o que proporcionan mano de obra, u otros servicios relacionados con este proyecto, sin importar la identidad del empleador o el estado como empleado.

Comuníquese con la División de Compensación para Trabajadores al teléfono 512-804-4345 para recibir información referente a los requerimientos legales de cobertura, para verificar si su empleador ha proporcionado la cobertura requerida, o para reportar a un empleador que no proporciona cobertura.

2. Notice of AISD School Safety Rules

AISD SCHOOL SAFETY RULES

(CONTRACTOR MUST POST AT PROJECT SITE WHERE SCHOOL ACTIVITIES ARE BEING CONDUCTED)

The following School Safety Rules must be followed at all times:

1. When work is performed at a Project site in which school activities are being conducted, the Contractor, Subcontractors and all persons working at the Project site must take special care to protect the safety and welfare of the students, teachers, employees, and visitors at the school.

2. Work must be performed with as little disruption to the learning environment and school activities as possible.

3. When Work is to be performed at a Project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractor's employees and other persons performing Work at the Project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing Work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

4. The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on AISD property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

5. All persons performing work at the Project site must strictly observe:

   - school bus safety laws and requirements
   - speed limits in the vicinity of the Project site, including, school speed limits, and
   - any posted speed limits on the Project site established by AISD.

6. All persons performing Work at the Project site must use only the access to the site and facilities as are designated by AISD, and must comply with all other rules and requirements established by AISD for use or occupancy of the Project site.

7. AISD has the right to require the immediate removal from the Project site of any person performing work that violates these rules and to prohibit such person from being allowed to perform work at the Project site in the future.

REGLAS ESCOLARES DE SEGURIDAD DE AUSTIN ISD

(EL CONTRATISTA DEBE COLOCAR ESTA NOTIFICACIÓN EN UN LUGAR VISIBLE DEL SITIO DEL PROYECTO EN DONDE SE REALIZAN ACTIVIDADES ESCOLARES.)

Se deben seguir las siguientes Reglas Escolares de Seguridad en todo momento.

1. Cuando se realice algún trabajo en un sitio en el cual se llevan a cabo actividades escolares, el Contratista, los Subcontratistas y todo el personal que labore en el sitio de trabajo deben tomar medidas especiales para proteger la seguridad y bienestar de los estudiantes, maestros, empleados y visitantes de la escuela.

2. El trabajo se debe realizar con la menor interrupción posible al ambiente de aprendizaje y a las actividades escolares.

3. Cuando el trabajo se hará en un sitio en donde se llevan a cabo actividades escolares, se entiende y se establece expresamente que los empleados de los contratistas y de los subcontratistas, además de otras personas realizando el trabajo en el sitio, no entablarán ninguna interacción inapropiada de naturaleza alguna con estudiantes, maestros, empleados y visitantes de la escuela, incluyendo hablar, tocar, ver fijamente o que de alguna manera contribuyan a un ambiente hostil u ofensivo. Asimismo se entiende expresamente y se está de acuerdo que no habrá relaciones amistosas y fraternales entre ninguno de los empleados de los contratistas y de los subcontratistas, ni entre ninguna otra persona que realiza el trabajo en el sitio, con estudiantes, maestros, empleados y visitantes a la escuela. Habrá cero tolerancia a la violación de estas provisiones.

4. Se prohíbe en todo momento la posesión o uso de productos de tabaco, bebidas alcohólicas, drogas ilegales y armas de fuego o de algún otro tipo, las 24 horas del día. Habrá cero tolerancia a la violación de esta provisión.

5. Todas las personas que realizan algún trabajo en el sitio deben acatar estrictamente lo siguiente:

    - las reglas y requisitos de seguridad de los autobuses escolares
    - la velocidad máxima en el área del sitio, incluyendo, los límites de velocidad escolar y
    - cualquier otro límite de velocidad establecido por Austin ISD en el sitio del proyecto

6. Todas las personas que realizan trabajos en el sitio del proyecto deben usar el acceso al sitio y a las instalaciones (demás edificios) según lo determine Austin ISD, y deberán apegarse a cualquier otra regla y requisito establecido por Austin ISD para el uso u ocupación del sitio del proyecto.

7. Austin ISD tiene el derecho de solicitar la remoción inmediata del sitio del proyecto de cualquier persona que realiza un trabajo y quien viola estas reglas, y de prohibir que a dicha persona se le permita realizar algún trabajo en el sitio del proyecto en el futuro.

19. Article 19. PREVAILING WAGE RATES

A. Contractor and each subcontractor are responsible for complying with the applicable provisions of Chapter 2258 of the Texas Government Code regarding the payment of prevailing wage rates. Contractor and each subcontractor must pay wages to persons performing labor in connection with this Contract in an amount that is not less than the prevailing wage rates, including fringe benefits, for such workers applicable to the Project (as used herein, the term "worker" or "workers" includes laborers and mechanics).

B. The prevailing wage rates applicable to the Project are set forth in the Notice of Prevailing Wage Rates for each of various classifications of construction workers. Pursuant to Chapter 2258 of the Texas Government Code, the Board of Trustees of AISD has ascertained and does specify that the general prevailing rate of per diem wages (for eight hours of work during regular working hours on a day not a Saturday or Sunday or holiday), in the locality in which the Work is to be performed is eight times the hourly base wage rate so listed for each respective craft or type of worker needed to execute the Contract and that the prevailing wage rate for legal holidays and overtime work (in excess of forty hours in such workweek) shall be not less than one and one-half times the hourly base wage rate.

C. The Contractor shall pay, as a penalty to Owner, sixty dollars ($60.00) for each worker employed for each calendar day or part of the day that such worker is paid less than the stipulated rate for any work done under this Contract by the Contractor or by any subcontractor under Contractor. Owner may withhold additional funds as appropriate when confronted with wage rate violations.

PROPOSAL/BID BOND

KNOW ALL BY THESE PRESENTS: that the undersigned Principal and Surety are firmly bound to Austin Independent School District ("AISD") in the principal sum of:

_____

_____Dollars ($_____).

Now the condition of this bond is this: that, whereas the undersigned principal has submitted to AISD a proposal or bid to enter into a certain contract whereunder principal undertakes to perform the following-described work of construction, alteration or repair for AISD Project No. _____:

NOW, THEREFORE, if the principal shall, within ten (10) days following acceptance by the Board of Trustees of AISD of such proposal or bid and award by said Board to said principal of said contract, execute and return such further contract documents as may be required by the terms of the proposal or bid accepted, and within five (5) days after execution of such contract documents, deliver its safety program manual, the safety plan for the Project, and the bonds and insurance documents, as required by the terms of the proposal or bid accepted, then this obligation shall be null and void, otherwise it shall remain in full force and the amount hereof shall be paid to and retained by AISD as liquidated damages for principal's failure to do so.

Principal: _____

By: _____

Title: _____ Date: _____

Surety: _____

By: _____

Title: _____ Date: _____

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SECTION C
SELF-PERFORMANCE EXPLANATION / JUSTIFICATION

Please complete the following to identify the scope of work required to fulfill your firm's contractual obligations to AISD and justify your firm's intention to self-perform all of the necessary work and duties required by the scope of the Project.

IDENTIFY THE REQUIRED SCOPE OF WORK FOR THE PROJECT		EXPLAIN HOW YOUR FIRM WILL SELF-PERFORM THE REQUIRED SCOPE

Authorized Signature:_____

Printed Name:_____
Date:_____

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FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME:

_____

AUTHORIZED COMPANY OFFICIAL'S NAME:

_____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official:

_____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:

_____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):

_____

(Attach additional sheet if necessary)

Details of Conviction(s):

_____

(attach additional sheet if necessary)

Signature of Company Official:

_____

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SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of $25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of $25,000 or more can be made by your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME:
_____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above:
_____

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AISD PROJECT NO. _____

AGREEMENT FOR CONSTRUCTION CONTRACT

This Agreement for Construction Contract ("Agreement") is

between the Owner:

Austin Independent School District
1111 West 6th Street, Suite A-330
Austin, Texas 78703
Attn: Executive Director, Contract and Procurement Services
Phone: 512-414-2161

and the Contractor:

_____
_____
_____

for the following Project:

W I T N E S S E T H:

Article 1. Statement of Work. Contractor shall furnish all materials, supplies, labor, services and equipment required for the following-described Work of construction, alteration or repair for the Project:

Such Work is more particularly described in the other Contract Documents incorporated in this Agreement.

Article 2. Contract Documents. This Agreement includes Owner's General Conditions of the Contract for Construction dated _____ ("General Conditions"), which is incorporated herein for all purposes, and the Contract Documents as defined therein. Capitalized terms used but not otherwise defined in this Agreement shall have the same meanings as designated in the General Conditions.

Article 3. Contract Time.

3.1 Contractor will commence the Work within 10 days after the date specified in the Notice to Proceed issued by Owner (such date specified in the Notice to Proceed called the "Commencement Date") and will substantially complete the Work by _____ ("Substantial Completion Date"). Contractor will finally complete the Work no later than 30 days thereafter, unless a different time for Final Completion is specified by Architect/Engineer in the Certificate of Substantial Completion.

3.2 Contractor shall not commence the Work until Contractor has provided Owner with (i) a Certificate of Insurance showing that the required insurance coverage is in place, (ii) the required Payment and Performance Bonds, (iii) Contractor's Safety Program Manual, and (iv) Contractor's Safety Plan, and Owner has approved the insurance and bonds and has reviewed the Safety Program Manual and Safety Plan. Any review or approval process is for the benefit of Owner only, and does not relieve the Contractor from its obligation to comply with the requirements of the Contract Documents.

3.3 As provided in the Solicitation Documents, Contractor had a period of 10 days from the date Contractor was notified of the award of Contract to execute this Agreement, and 5 days after the date the Agreement was signed by Contractor in which to provide the insurance, bonds, Safety Program Manual and Safety Plan required by the Contract Documents. If Contractor failed to sign this Agreement within the 10 day time period, and/or to submit any of the required documentation within the 5 day time period, then Owner shall not be required to extend the Substantial Completion Date and Owner has the right to treat each day beyond the 10 day deadline in which this Agreement was unsigned, and/or each day beyond the 5 day deadline in which one or more of the required documents had not been submitted, as a day of unexcused delay under the Agreement, which in some circumstances will have the effect of reducing the number of calendar days in the Contract Time in Section 3.1 hereof to complete the Work.

Article 4. Contract Amount. For performance of the Work, Owner will pay to Contractor a Contract Amount of $_____ computed as shown in the following Pricing Schedule, but subject to adjustment as provided in the Contract Documents:

Pricing Schedule

Base Bid: $ _____

Alternates: _____

The Contract Amount includes the following Addenda:

No_____Date Issued:_____Pages:_____

Unit Prices for this Agreement are:

_____

Total: $_____

Article 5. Payments. Owner will make payments to the Contractor in accordance with the provisions set out in the General Conditions. Retainage shall be withheld by Owner as provided in the General Conditions.

Article 6. Bonds and Insurance. Contractor is required to provide Payment and Performance Bonds and Insurance prior to commencing Work, in accordance with the requirements set out in the General Conditions.

Article 7. Other Obligations. Contractor will comply with all requirements set forth in the other Contract Documents.

Article 8. Liquidated Damages. Owner shall have the right to assess liquidated damages in the amount of $_____ per day for each and every calendar day beyond the Substantial Completion Date that Contractor fails to achieve Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. Any amounts due hereunder shall be paid by Contractor within ten (10) days following notice from Owner of the amount due. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall

promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

Article 9. Notice. All notices required to be given under this Agreement must be in writing. Any notice required or permitted to be given under this Agreement shall be deemed delivered upon deposit in the U. S. Mail, when sent by certified mail, return receipt requested, postage prepaid, correctly addressed to the party as set forth below with a copy sent to such party by e-mail on the date of deposit into the mail:

If to Owner: Austin Independent School District
1111 West 6th Street
Ste. A-330
Austin, Texas 78703
Attn: Executive Director, Contract & Procurement Services
Telephone: (512) 414-2161

With copy to Architect/Engineer:

_____
_____
_____
Telephone: _____
Email: _____

If to Contractor:

_____
_____
_____
Telephone: _____
Email: _____

Notice given in any other manner will be deemed delivered if and when actually received. Either party may change its address for notice by providing notice to the other party as provided herein. Such change of address will be effective 14 days after it is delivered.

Article 10. Prevailing Wage Rates. Contractor shall comply with the prevailing wage rate requirements set forth in Chapter 2258 of the Texas Government Code, and shall require subcontractors to comply with the applicable provisions of said law. For the duration of this Agreement, Contractor and each subcontractor shall pay not less than the prevailing wage rates, including fringe benefits, **set forth in the Notice of Prevailing Wage Rates**.

Article 11. Worker's Compensation Insurance. Pursuant to Section 406.096 of the Texas Labor Code, by execution of the Agreement, Contractor certifies to Owner that it has Worker's Compensation Insurance coverage for each employee of the Contractor employed on this Project. Contractor shall obtain from each subcontractor a certificate which certifies that the subcontractor has Worker's Compensation insurance coverage for each employee of the subcontractor employed on this Project and shall promptly provide Owner with all such certificates.

Article 12. Miscellaneous. Contractor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Article 13. Miscellaneous. Contractor certifies and verifies that neither Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Executed by Contractor on the date set forth below, but to be effective as of the **_____ day of _____, 20__,** which date shall be filled in by Owner at the time it executes this Agreement.

OWNER:

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

_____

By: _____

Name: _____

Title: _____

Date: _____

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NOTICE OF PREVAILING WAGE RATES
AISD PROJECT NO.: _____

INFORMATION REGARDING PREVAILING WAGE RATES COMPLIANCE

1. Contractor and each subcontractor employed on the Project are responsible for complying with the Contract and the applicable provisions of Chapter 2258 of the Texas Government Code regarding the payment of prevailing wage rates.

2. **Contractor and each subcontractor employed on the Project are responsible for identifying any trade classifications and wage rates that are not listed on the prevailing wage rates and submit in writing upon execution of contract to the Executive Director of Construction Management Department at Austin Independent School District for approval and inclusion in the Project's prevailing wage rates.**

3. The Austin Independent School District shall assess, as a penalty, $60.00 for each worker employed on the Project for each calendar day or part of the day that the worker is paid less than the wage rates stipulated for the Project, and withhold additional funds as appropriate when confronted with wage and benefit violations.

4. The Austin Independent School District has the right to request random samples of Contractor and subcontractor payrolls without warning.

5. The Austin Independent School District has the right to conduct random interviews of workers across various trades at the Project site with no warning.

6. This Notice, including the attached prevailing wage rates for the Project as published by the United States Department of Labor in accordance with the Davis-Bacon Act, and its subsequent amendments, shall be posted on the Project site and shall remain in effect for the duration of the Contract.

PREVAILING WAGE RATES FOR THE PROJECT

The applicable prevailing wage rates for the Project are attached to this Notice.

The following shall be applicable to prevailing wage rates for the Project for apprentices and helpers:

- An apprentice may be charged at less than the journeyman wage stated in the applicable prevailing wage rates for the Project only if the apprentice is employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Department of Labor, or if the apprentice is employed within his/her first 90 days of probationary employment as an apprentice in such an

apprenticeship program. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable prevailing wage rates.

- Helpers are not separately classified on the applicable prevailing wage rates for the Project. Thus, Contractors and subcontractors should assume that each worker will be classified under one of the existing job classifications on the attached. Contractors and subcontractors should not assume that any helper will be paid less than the journeyman wage for the most relevant job classification.

AVISO DE TARIFAS SALARIALES VIGENTES
NÚM. DEL PROYECTO DEL AISD _____

INFORMACIÓN SOBRE EL CUMPLIMIENTO CON LAS TARIFAS SALARIALES VIGENTES

1. El contratista y cada subcontratista trabajando en el Proyecto son responsables de cumplir con el Contrato y las estipulaciones aplicables del Capítulo 2258 del Código Gubernamental de Texas tocante al pago de las tarifas salariales vigentes.

2. El contratista y cada uno de los subcontratistas empleados en el Proyecto son responsables de identificar las clasificaciones de oficios y las tarifas salariales que no estén listadas y enviarlas por escrito al llevar a cabo el contrato, al Director Ejecutivo del Departamento de Administración de la Construcción del Distrito Escolar Independiente de Austin para su aprobación e inclusión en las tarifas salariales vigentes del proyecto.

3. El Distrito Escolar Independiente de Austin deberá imponer, como una multa, $60.00 por cada trabajador empleado en el Proyecto, por cada día o parte del día calendario donde al trabajador se le pague una cantidad menor que las tarifas salariales establecidas para el Proyecto, y se le retendrán fondos adicionales según corresponda cuando se encuentren violaciones de salarios y beneficios.

4. El Distrito Escolar Independiente de Austin tiene el derecho de solicitar al azar y sin previo aviso, muestras de nóminas de pago de Contratistas y subcontratistas.

5. El Distrito Escolar Independiente de Austin tiene el derecho de realizar al azar y sin previo aviso, entrevistas de trabajadores de varios oficios en el lugar del Proyecto.

6. Este Aviso, incluyendo las Tarifas Salariales Vigentes para el Proyecto según publicadas por el Departamento de Trabajo de los Estados Unidos bajo la Ley de Davis-Bacon, y sus enmiendas posteriores, deberán exhibirse en el lugar del Proyecto y permanecer vigentes el tiempo que dure el Contrato.

TARIFAS SALARIALES VIGENTES PARA EL PROYECTO

Las tarifas salariales vigentes pare el Proyecto se adjuntan a este Aviso.

Lo siguiente será aplicable a tarifas salariales prevalecientes del Proyecto para aprendices y ayudantes:

- Se puede cobrar por un aprendiz un salario más bajo que el salario de un empleado especialista, estipulado en las tarifas salariales prevalecientes para el proyecto, solo si se emplea a un aprendiz de acuerdo con un programa de aprendizaje fidedigno en el que esté inscrito individualmente y que el programa esté registrado en el Departamento de Trabajo de los EE. UU., Administración de Empleo y Capacitación, Oficina de Adiestramiento en aprendizaje, Empleador y Servicios Laborales, o en una Agencia reconocida por el Departamento del Trabajo, o bien si al aprendiz se le emplea dentro de sus primeros 90 días de empleo a prueba como aprendiz en esa clase de programa de aprendizaje. A todo aprendiz debe pagársele según una tarifa no menor que la especificada en el programa registrado para el nivel de progreso del aprendiz, expresado como porcentaje del salario por hora del empleado especialista, especificado en las tarifas salariales prevalecientes aplicables.

- Los ayudantes no se clasifican por separado en las tarifas salariales prevalecientes aplicables al proyecto. Por lo tanto, los contratistas y subcontratistas deben presuponer que cada trabajador estará clasificado dentro de una de las clasificaciones de empleo existentes en el adjunto. Los contratistas y subcontratistas no deben presuponer que a cualquier ayudante se le pagará menos que el salario de empleado especialista para la clasificación de empleo más relevante.

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NOTICE

NOTICE OF PROVIDER OF WORKFORCE SCREENING SERVICES

As per Sections 3.15 and 3.16 of the General Conditions of the Contract for Construction (the "General Conditions"), notice is given that the Austin Independent School District ("AISD") has contracted with FC Background, LLC (the "Provider") to provide certain workforce screening services, including badging, for all workers on all construction projects, including both "covered employees" and "non-covered employees".

The anticipated costs of Texas Department of Public Safety ("DPS") and FC Background, LLC ("FCB") services are at the expense of the Contractor and are to be incorporated in your proposal/bid for AISD projects.

DEPARTMENT OF PUBLIC SAFETY

NOTE: Screening services provided by FCB are separate from and in addition to the criminal history record information to be obtained from DPS by Contractor and each subcontractor for "covered employees" pursuant to Section 3.15.B of the General Conditions.

Contact the DPS Crime Records Service at (512) 424-5079 for instructions on obtaining national criminal history record information.

F C BACKGROUND, LLC

NOTE: FCB screening services regarding "covered employees" will commence only after FCB receives a copy of the required List of Covered Employees that is attached to the Contractor Certification provided by Contractor to FCB pursuant to Section 3.15.E of the General Conditions. FCB services regarding "non-covered employees" will commence only after FCB receives a copy of the required List of Non-covered Employees provided by Contractor to FCB pursuant to Section 3.16.D of the General Conditions.

Contact FC Background for Contractor and subcontractor screening, drug testing and badging instructions.

Contact Information for FCB (Monday – Friday 6:00am – 6:00pm CST):

Frank Childress, Program Manager | frank.childress@fcbackground.com | (832) 277-0719

FC Background, Customer Support |
customer.support@fcbackground.com | (800) 388-8827

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5622788
TEXAS DEPT. OF INSURANCE
AUSTIN, TEXAS
APPROVED
MAY 12 2016

Austin Independent School District

CERTIFICATE OF INSURANCE

This Certificate shall be completed by a licensed insurance agent:

Name and Address of Agency:

Phone: _____/ Fax: _____

AISD Reference: _____
Project Name: _____
Project Mgr.: _____
Project No.: _____

Name and Address of Insured:

Phone: _____/ Fax: _____

Vendor/Sole Proprietor: _____

Type of Vendor (from Matrix): _____

Insurers Affording Coverages:

Insurer A: _____

Insurer B: _____

Insurer C: _____

Insurer D:

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS OF LIABILITY	
	Commercial General Liability Policy Does the Policy include coverage for:				Each Occurrence	$
					General Aggregate	$
	` Yes No` -- Completed Operations/Products				Completed Operations/ Products – Aggregate	$
	□ Yes No` -- Blanket Contractual Liability				Personal & Advertising Injury	$
	` Yes No` -- Explosion, Collapse, Underground				Deductible or Self Insured Retention	$
	` Yes No` -- Medical Payment					$
	` Yes No` -- Sex Molestation and Child Abuse (SAM)					$
	` Yes No` -- Contractors/Subcontractors Work					$
	` Yes No` -- Fire/Legal					$
	` Yes No` -- Aggregate Limits per Project					$

	` Yes No` -- Additional Insured					$
	` Yes No` -- 30 Day Notice of Cancellation					$
	` Yes No` -- Waiver of Subrogation					$
	Other Coverage					$
	Pollution/ Environmental Impairment Policy				Occurrence	$
					Aggregate	$

INSR LTR	**TYPE OF INSURANCE**	**POLICY NUMBER**	**POLICY EFFECTIVE DATE (MM/DD/YYYY)**	**POLICY EXPIRATION DATE (MM/DD/YYYY)**	**LIMITS OF LIABILITY**	
	Auto Liability Policy Which of the following are provided coverage:				CSL	$
					Bodily Injury (Per Accident)	$
	` Yes No` -- Any Auto				Bodily Injury (Per Person)	$
	` Yes No` -- All Owned Autos				Property Damage (Per Accident)	$
	` Yes No` -- Non-Owned Autos					
	` Yes No` -- Hired Autos					
	` Yes No` -- Waiver of Subrogation					
	` Yes No` -- 30 Day Notice of Cancellation					
	` Yes No` -- Additional Insured					
	` Yes No` -- MCS 90					
	Excess Liability □ Umbrella Form □ Excess Liability Follow Form				Occurrence	$
					Aggregate	$
	Workers' Compensation and Employers' Liability Does the policy include the following endorsements:				□ Statutory	
					Each Accident	$
	` Yes No` -- Waiver of Subrogation				Disease – Policy Limit	$
	` Yes No` -- 30 Day Notice of Cancellation				Disease – Each Employee	$
	Is a Builder Risk/Property/IM/ Installation Insurance policy provided? □ Yes . No				$	$

□ Yes □ No -- Is AISD shown as loss payee/mortgagee?

	Professional Liability □ 30 Day Notice of Cancellation Retroactive Date: _____				Each Claim	$
					Deductible or Self Insured Retention	$

This form is for informational purposes only and certifies that policies of insurance listed above have been issued to insured named above and **are in force at this time**. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

DATE ISSUED:_____

CERTIFICATE HOLDER:
Austin Independent School District
1111 West 6th Street
Austin, Texas 78703

_____
AUTHORIZED REPRESENTATIVE SIGNATURE
Licensed Insurance Agent

PAYMENT BOND

STATE OF TEXAS Bond No._____

COUNTY OF _____ Project No._____

Project Name

_____

Know All Men By These Presents: That

_____

of the City of _____, County of _____ and

State of _____, as Principal, and

_____

a solvent corporation authorized under laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto _____(Owner), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of_____ _____ U.S. Dollars ($_____U.S.),

for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with Owner; dated the _____ day of _____, _____ to which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____ _____

Principal Surety

By: _____ By:

_____

Title: _____ Title:

_____

Address: _____ Address:

_____

_____

_____

__

_____

_____

__

Telephone: _____ Fax:

_____

E-Mail Address:

_____

Name and address of the Resident Agent of Surety:

_____

___

_____

___

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

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PERFORMANCE BOND

STATE OF TEXAS Bond No.

_____

COUNTY OF _____ Project No.

_____

Project Name

_____

Know All Men By These Presents: That

_____

of the City of _____, County of _____,

and

State of _____, as Principal, and

_____,

a solvent company authorized under laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto _____ (Owner), in the penal sum of

_____

_____

U.S. Dollars ($ _____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER,

dated

the _____ day of _____, _____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this

_____

day of _____, 20_____

Principal	Surety
By: _____	By _____
Title: _____	Title:
Address: _____	Address:

Telephone: _____ Fax:

E-Mail Address: _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

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NOTICE OF REQUIRED WORKERS' COMPENSATION COVERAGE
(Contractor Must Post at Project Site)

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 512-804-4345 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

COBERTURA REQUERIDA DE COMPENSACIÓN PARA TRABAJADORES

La ley requiere que cada persona que trabaja en este lugar o que proporciona servicios relacionados con este proyecto de construcción debe estar cubierta por un seguro de compensación para trabajadores. Esto incluye a personas que proporcionan, transportan, o entregan equipo o materiales, o que proporcionan mano de obra, u otros servicios relacionados con este proyecto, sin importar la identidad del empleador o el estado como empleado.

Comuníquese con la División de Compensación para Trabajadores al teléfono 512-804-4345 para recibir información referente a los requerimientos legales de cobertura, para verificar si su empleador ha proporcionado la cobertura requerida, o para reportar a un empleador que no proporciona cobertura.

(MUST BE POSTED ON PROJECT SITE)

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AISD SCHOOL SAFETY RULES

AISD PROJECT NO. _____

(CONTRACTOR MUST POST AT PROJECT SITE WHERE SCHOOL ACTIVITIES ARE BEING CONDUCTED)

The following School Safety Rules must be followed at all times:

1. When work is performed at a Project site in which school activities are being conducted, the Contractor, Subcontractors and all persons working at the Project Site must take special care to protect the safety and welfare of the students, teachers, employees, and visitors at the school.

2. Work must be performed with as little disruption to the learning environment and school activities as possible.

3. When Work is to be performed at a Project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractor's employees and other persons performing Work at the Project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing Work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

4. The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on AISD property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

5. All persons performing work at the Project site must strictly observe:

   - school bus safety laws and requirements
   - speed limits in the vicinity of the Project site, including, school speed limits, and
   - any posted speed limits on the Project site established by AISD.

6. All persons performing Work at the Project site must use only the access to the site and facilities as are designated by AISD, and must comply with all other rules and requirements established by AISD for use or occupancy of the Project site.

7. AISD has the right to require the immediate removal from the Project site of any person performing work who violates these rules and to prohibit such person from being allowed to perform work at the Project site in the future.

REGLAS ESCOLARES DE SEGURIDAD DE AUSTIN ISD

(EL CONTRATISTA DEBE COLOCAR ESTA NOTIFICACIÓN EN UN LUGAR VISIBLE DEL SITIO DEL PROYECTO EN DONDE SE REALIZAN ACTIVIDADES ESCOLARES.)

Se deben seguir las siguientes Reglas Escolares de Seguridad en todo momento.

1. Cuando se realice algún trabajo en un sitio en el cual se llevan a cabo actividades escolares, el Contratista, los Subcontratistas y todo el personal que labore en el sitio de trabajo deben tomar medidas especiales para proteger la seguridad y bienestar de los estudiantes, maestros, empleados y visitantes de la escuela.

2. El trabajo se debe realizar con la menor interrupción posible al ambiente de aprendizaje y a las actividades escolares.

3. Cuando el trabajo se hará en un sitio en donde se llevan a cabo actividades escolares, se entiende y se establece expresamente que los empleados de los contratistas y de los subcontratistas, además de otras personas realizando el trabajo en el sitio, no entablarán ninguna interacción inapropiada de naturaleza alguna con estudiantes, maestros, empleados y visitantes de la escuela, incluyendo hablar, tocar, ver fijamente o que de alguna manera contribuyan a un ambiente hostil u ofensivo. Asimismo se entiende expresamente y se está de acuerdo que no habrá relaciones amistosas y fraternales entre ninguno de los empleados de los contratistas y de los subcontratistas, ni entre ninguna otra persona que realiza el trabajo en el sitio, con estudiantes, maestros, empleados y visitantes a la escuela. Habrá cero tolerancia a la violación de estas provisiones.

4. Se prohíbe en todo momento la posesión o uso de productos de tabaco, bebidas alcohólicas, drogas ilegales y armas de fuego o de algún otro tipo, las 24 horas del día. Habrá cero tolerancia a la violación de esta provisión.

5. Todas las personas que realizan algún trabajo en el sitio deben acatar estrictamente lo siguiente:

- las reglas y requisitos de seguridad de los autobuses escolares
- la velocidad máxima en el área del sitio, incluyendo, los límites de velocidad escolar y
- cualquier otro límite de velocidad establecido por Austin ISD en el sitio del proyecto

6. Todas las personas que realizan trabajos en el sitio del proyecto deben usar el acceso al sitio y a las instalaciones (demás edificios) según lo determine Austin ISD, y deberán apegarse a cualquier otra regla y requisito establecido por Austin ISD para el uso u ocupación del sitio del proyecto.

7. Austin ISD tiene el derecho de solicitar la remoción inmediata del sitio del proyecto de cualquier persona que realiza un trabajo y quien viola estas reglas, y de prohibir que a dicha persona se le permita realizar algún trabajo en el sitio del proyecto en el futuro.

CONTRACTOR INSTRUCTIONS FOR ISSUANCE OF KEYS AND ACCESS

1. General Contractors (GCs) or Construction Managers at Risk (CMs@Risk) shall give the Department of Construction Management (CM) Project Manager (PM) at least two (2) days prior notice of interest in obtaining a Single-School Master set, a District-wide Master set or Portable Master set for a project. AISD PM will notify AISD Service Center of contractor's need for keys at least two (2) days prior to contractor pickup.

2. Contractors can pick up and return keys Monday-Friday between ***7:45 A.M. and 4:00 P.M. at the AISD Service Center, 5101 East 51st Street, phone #414-5476 or #414-3298***. (Call before arriving)

   a. All contractors are required to fill out and sign a key contract form and contractor information form (giving the contractor's name, location, phone number and anticipated period of work, name, address, and emergency contact phone numbers of contractor supervisory personnel involved with the project, acknowledging receipt of keys and withholding penalty amounts.) As authorized by the Project Manager after the contract is executed, keys will be issued to GCs and CMs@Risk only – not to subcontractors.

   b. At Project Close-Out, contractors will return all keys. If, in the assessment of the Service Center, any key is missing, the PM will calculate the *withholding penalty in the following amounts: Single-School Master keys are $2,500 per set. Portable keys are $1,000 per set. District-wide Master keys are $5,000 per set.* All keys are required to be returned for Close-Out of the Project.

   Contractors who will be working inside an AISD facility will be issued an intrusion alarm system code number by their AISD Project Manager, who will give instructions in how to disarm and rearm the alarm system by entering the code number in the keypad on site in the building. Contractor shall obtain the alarm code from the Project Manager***, Monday through Friday, between 8:00 A.M. and 4:00 P.M.*** Contractor shall give the AISD Project Manager at least one day's prior notice of intention to get an alarm code. The contractor will be responsible for unlocking the door and disarming the alarm system when entering the building as well as for arming the alarm system and locking the exterior door when leaving the building. Contractor shall notify AISD Police at 414-1703 before entering a building and disarming the alarm system, and shall notify AISD Police again before leaving the building and rearming the alarm system. ***Failure to follow these procedures will require that a police officer be sent to the site, and withholding in the amount of $50.00 will be charged for the cost of each such police call or failure to lock doors at the end of the workday.***

4. All Contractors & subcontractors working on AISD Property must wear an identification badge which includes the name, company and picture of the worker. Worker must have also completed a criminal background check.

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IMPORTANT INFORMATION

You can direct any wage disputes or questions to:

Austin Independent School District

Department of Construction Management

812 San Antonio, Suite 200

Austin, Texas 78701 (512) 414-8940

According to Government Code Title 10, Chapter 2258, "The contractor who is awarded a contract by a public body or a

subcontractor of the contractor shall pay not less than the rates determined under Section 2258 to a worker employed by it in the execution of the contract."

INFORMACION IMPORTANTE

IMPORTANTE

Puede dirigir sus preguntas o disputas sobre salario a:

Distrito Escolar Independiente, de Austin

Departamento de Gerencia de Construcción

812 San Antonio, Suite 200

Austin, Texas 78701 (512) 414-8940

De acuerdo con el Título 10 del Código del Gobierno, Capítulo 2258, "El contratista al que le fue adjudicado un contrato por una entidad pública, o su subcontratista, deberán pagar a un trabajador contratado, un salario no menor que las tarifas determinadas bajo la Sección 2258, para la ejecución del contrato".

Page 1 of _____

AUSTIN INDEPENDENT SCHOOL DISTRICT

ESTIMATE FOR PARTIAL PAYMENT

(PROVIDE 2 COPIES OF ESTIMATE TO AISD)

PROJECT TITLE _____ PROJECT NO. _____

CONTRACTOR _____ (Firm Name) _____ (Mailing Address)

Original Contract Price $ _____ Date _____

Change Order Add. Costs $ _____ P.O. No. _____ Est. No. _____

Total $ _____

Change Order Credits $ _____

Total Contract to Date $ _____ Contract No. _____

Estimate Period _____ to _____ Account Code _____

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I	J
ITEM NO.	ITEM DESCRIPTION	SCHEDULED VALUE	PERCENT		AMOUNT PREVIOUS ESTIMATE	AMOUNT THIS ESTIMATE	MAT'LS. PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	BALANCE TO FINISH (C-I)
			THIS EST	TO DATE					

Prepared by: _____
CONTRACTOR'S REPRESENTATIVE / TITLE

Total amount of contract performed to date….. $ _____

The undersigned Contractor certifies to the best of its knowledge, the work covered by this Estimate for Partial Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Less Retainage……..…...…..…..…... $ _____

Signature _____ DATE

Amount due to date……..……..……....…… $ _____

Approved: _____ CONSULTING FIRM

Amount paid on previous estimates……..…..... $ _____

By: _____

Amount due on this estimate……...…… $ _____

Approved: _____
AISD PROJECT MANAGER DATE

Approved: _____
AISD ASSISTANT DIRECTOR, CONSTR. MGMT/CAMPUS SUPPORT. SUPERVISOR DATE

Approved: _____
AISD DIRECTOR, CONSTR. MGMT. DATE

Page _____ of _____

AUSTIN INDEPENDENT SCHOOL DISTRICT

ESTIMATE FOR PARTIAL PAYMENT

CONTINUATION SHEET

(PROVIDE 2 COPIES OF ESTIMATE TO AISD)

PROJECT _____

PROJECT NO. _____

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I	J
ITEM NO.	ITEM DESCRIPTION	SCHEDULED VALUE	PERCENT		AMOUNT PREVIOUS ESTIMATE	AMOUNT THIS ESTIMATE	MAT'LS. PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	BALANCE TO FINISH (C-I)
			THIS EST	TO DATE					

INTERIM CHANGE AUTHORIZATION NO.

Date: _____

Project Title

Project Architect/Engineer (A/E)

Project No.

To Contractor:

You are hereby directed to promptly execute this Interim Change Authorization which changes the Work, Contract Amount, and if required, Contract Time.

This Work shall be included in and become a part of a Change Order for this contract. Billings may be made for this work in an amount not to exceed 50% of the "Additional cost not to exceed" amount stated below. Billings shall not be made for the balance of the cost of this work until the related Change Order is processed and approved by all parties.

By copy of this Interim Change Authorization, the A/E named above is directed to immediately issue a Change Order Request on the appropriate form.

Additional cost not to exceed: _____

Additional days not to exceed: _____

Description of work:

Recommended: _____
AISD Project Manager Date

Recommended: _____
AISD Assistant Director, Constr. Mgmt/Campus Support Supervisor Date

Approved: _____

AISD Director, Construction Management Date

xc:

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AUSTIN INDEPENDENT SCHOOL DISTRICT

CHANGE ORDER NO. _____

(Submit 1 original)

Project Title	Project No.

CONTRACT AMOUNT	
ORIGINAL CONTRACT	
TOTAL PREVIOUS CHANGES	
TOTAL THIS CHANGE	$ -
TOTAL CONTRACT	$ -

CONTRACT TIME (Calendar Days)	
Original Contract Time	100
TOTAL PREVIOUS CHANGE	15
TOTAL THIS CHANGE	15
TOTAL CONTRACT	130

PERCENT OF ORIGINAL CONTRACT PRICE	
Previous Change Orders	0.0 %
This Change Order	0.0 %
Total % Change	0.0 %

NTP Date:	01/01/00
Original Completion Date:	04/10/00
Existing Completion Date:	04/25/00
Amended Completion Date:	05/10/00

P.O. #: _____

Orig. Contract Time is hereby extended **30** _____ calendar days.

_____
_____
_PM Initial

***Hazmat issues were considered during the development of this change order**	

Item No.	**Change Order Request**	**Item Title**		**Calendar Days**	**Total Amount of Item**
1					

Item Description (including author and reason)	**Reason Code:**			
2				
Item Description (including author and reason)	**Reason Code:**			
3				
Item Description (including author and reason)	**Reason Code:**			
		Page One Subtotal	**0**	**$ -**
		Page Two Sub-Total	**0**	**$ -**
		Change Order Total	**0**	**$ -**

Contractor or Construction Management Company

By: _____
Signature Date

Recommended:

AISD Project Manager, Construction Management Date

AISD Assistant Director, Construction Management Date

Recommended by A/E:

Architect/Engineering Firm

By: _____
Signature Date

Approved:

AISD Director, Construction Management Date

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AUSTIN INDEPENDENT SCHOOL DISTRICT

CHANGE ORDER NO. _____

(Submit 1 original)

Project Title _____ Project No. _____

Item No.	Change Order Request	Item Title	Calendar Days	Total Amount of Item
4				
Item Description (including author and reason)		**Reason Code:**		
5				
Item Description (including author and reason)		**Reason Code:**		
6				
Item Description (including author and reason)		**Reason Code:**		
7				
Item Description (including author and reason)		**Reason Code:**		
8				
Item Description (including author and reason)		**Reason Code:**		
9				
Item Description (including author and reason)		**Reason Code:**		
10				
Item Description (including author and reason)		**Reason Code:**		

11					
Item Description (including author and reason)			**Reason Code:**		
				Page Two Subtotal	**$ -**

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AUSTIN INDEPENDENT SCHOOL DISTRICT

TIME EXTENSION REQUEST NO. _____ CHANGE ORDER NO. _____

(Submit 1 original) (If approved by AISD)

Project Title _____ Project Number _____

NOTES TO CONTRACTOR:
1. Below, list each day for which a time extension is requested in conformance with the Contract Documents. Also provide for each day requested the month, year, and justification including the cause(s) and related documentation.
2. A Time Extension Request must be submitted with each progress payment submission. In the event no time extension is requested, submit the form and enter a statement in the Justification area below indicating no extension is requested.
3. If more space is needed below to indicate all of the days, add extra pages as necessary.

Month	Work Day	Year	Justification	A/E No. Days (By A/E)	Days Apprvd. (By AISD)
			Totals		

Contractor or Construction Manager Company	(This area to be filled in by A/E) Recommended: _____ Architecture/Engineering Firm
By: _____ Signature Date	By: _____ Signature Date

(This area to be filled in by AISD)

Total No. Days Approved by AISD: [ ]

	Calendar Days
Original Contract Period	
Previous Additions	
Previous Deductions	
TOTAL PREVIOUS CHANGE	
This TER Add	
This TER Deduct	
TOTAL THIS CHANGE	
TOTAL CONTRACT	

Recommended:

AISD Project Manager Date

Recommended:

AISD Asst. Dir. Const. Mgt. or Campus Support Super. Date

	Dates
Work Start Date	
Orig. Substantial Completion	
Current Substantial Completion	
Amended Substantial Completion	

Approved:

AISD Director of Construction Management Date

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CERTIFICATION OF PROJECT COMPLIANCE

Completion of this form is required under the provisions of §61.1036(c)(3)(F) TAC for all public school district construction projects. Instructions for completion of this form can be found on page 2.

1. PROJECT INFORMATION

Facility:

DISTRICT:

Address:

ARCHITECT/ENGINEER:

City:

CONTRACTOR / CM:

CONTRACT DATE:

DATE DISTRICT AUTHORIZED PROJECT:

BRIEF DESCRIPTION OF PROJECT:

2. CERTIFICATION OF DESIGN AND CONSTRUCTION

The intent of this document is to assure that the school district has provided to the architect/engineer the required information and the architect/engineer has reviewed the School Facilities Standards as required by the State of Texas, and used his/her reasonable professional judgment and care in the architectural/engineering design and that the contractor has constructed the project in a quality manner in general conformance with the design requirements and that the school district certifies to project completion.

3. **The District** certifies that the education program and the educational specifications of this facility along with the identified building code to be used have been provided to the architect/engineer:

DISTRICT: **BY:** **DATE:**

4. The Architect/Engineer certifies the above information was received from the school district, and that the building(s) were designed in accordance with the applicable building codes. Further the facility has been designed to meet or exceed the design criteria relating to space (minimum square footage), educational adequacy, and construction quality as contained in the School Facilities Standards as adopted by the Commissioner of Education, June 9, 2003, and as provided by the district.

ARCHITECT/ENGINEER: **BY:** **DATE:**

5. The Contractor/CM certifies that this project has been constructed in general conformance with the construction documents as prepared by the architect/engineer listed above.

CONTRACTOR/CM: **BY:** **DATE:**

6. The District certifies completion of the project (as defined by the architect/engineer and contractor).

DISTRICT: **BY:** **DATE:**

INSTRUCTIONS FOR COMPLETION OF CERTIFICATION OF PROJECT COMPLIANCE" FORM

Section 1. Identify the following:

- name and address of the school facility
- name of the school district
- the Architect/Engineer and Contractor
- the date of execution of the construction contract
- the date that the school district authorized the superintendent to hire an architect/engineer
- scope of the project.

Section 2. This section outlines the intent of the document. No action required.

Section 3. This section is to be executed by the school district upon transmittal of the information (as listed) to the architect/engineer and is to remain in the custody of the school district throughout the entire project.

Section 4. This section is to be executed by the architect/engineer upon completion of the plans and specifications and in conjunction with the completion of the plan review for code compliance

(ref. 19 TAC §61.1033 or §61.1036, School Facilities Standards) and returned to the school district's files.

Section 5. This section is to be executed by the contractor upon substantial completion of the project and retained in the school district's files.

Section 6. This section is to be executed by the school district upon acceptance and occupancy of the project.

NOTE: DO NOT SUBMIT THIS DOCUMENT TO THE TEXAS EDUCATION AGENCY. The school district will retain this document in their files indefinitely until review and/or submittal is required by representatives of the Texas Education Agency.

CERTIFICATE OF SATISFACTION OF BILLS

THE STATE OF TEXAS ™
™
COUNTY OF TRAVIS™

The undersigned executive officer, general partner or proprietor of:

_____

Contractor to the Austin Independent School District for the following-described Work of construction, alteration or repair:

upon his oath does state:

All bills and claims for labor, material, equipment and otherwise for the above Work have been paid or otherwise satisfied, except as follows:

The undersigned makes this statement with the intent that it be believed and that, in reliance hereon, AISD will make final payment for the above Work.

_____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, this

_____ day of _____ , 20 _____ .

_____
Notary Public State of Texas

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AISD PROJECT NO. 190013-BECKR

CONTRACTOR CERTIFICATION

I, the undersigned authorized signatory for _____ ("Contractor"), certify to Austin Independent School District ("Owner") that:

1. The List of Covered Employees dated as of _____, 20___ attached to this Certification ("List of Covered Employees") includes (i) the names of all covered employees on the Project grouped by employer, and (ii) all information for each covered employee required by Section 3.15 of the General Conditions. All information on the List of Covered Employees is true and correct in all respects. An electronic copy in PDF format of the List of Covered Employees has also been delivered in accordance with the General Conditions.

2. Contractor has obtained (with respect to its covered employees) and has caused to be obtained (with respect to all other covered employees on the Project) all required criminal history record information relating to each covered employee on the List of Covered Employees in accordance with Texas Education Code ("TEC") §22.0834.

3. Attached to this Contractor Certification is a duly completed and executed First Tier Subcontractor Certification in the form provided by Owner from each First Tier Subcontractor on the Project.

4. Each Sub-subcontractor on the Project has provided a Sub-subcontractor Certification to the appropriate First Tier Subcontractor in the form provided by Owner in accordance with the General Conditions.

5. None of the covered employees on the List of Covered Employees has a disqualifying criminal history under Section 3.15 of the General Conditions.

Capitalized terms used but not otherwise defined herein shall have the same meanings as designated in the Owner's General Conditions of the Contract for Construction in connection with the Project ("General Conditions"). This Contractor Certification is delivered to Owner pursuant to Section 3.15 of the General Conditions and TEC §22.0834.

_____ _____

Date *Signature of Authorized Signatory for Contractor*

Printed Name: _____

Title: _____

ATTACHMENT #1

AISD PROJECT NO. 190011-BECKR

LIST OF COVERED EMPLOYEES
[See Attached]

For _____
(Contractor's Name)

ATTACHMENT #2

AISD PROJECT NO. 190013-BECKR

FIRST TIER SUBCONTRACTOR CERTIFICATIONS
[See Attached]

For the following First Tier Subcontractors:

_____

_____

_____

_____

_____

_____

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AISD PROJECT NO. 190013-BECKR

FIRST TIER SUBCONTRACTOR CERTIFICATION

I, the undersigned authorized signatory for _____ ("First Tier Subcontractor"), certify to _____ ("Contractor") and Austin Independent School District ("Owner") that:

1. First Tier Subcontractor has entered into a contract with Contractor to provide services in connection with the Project.

2. All covered employees employed by First Tier Subcontractor on the Project are included on the List of Covered Employees furnished to Owner by Contractor dated as of _____, 20___ ("List of Covered Employees") and properly identified as employees of First Tier Subcontractor. The portion of the List of Covered Employees listing First Tier Subcontractor's covered employees is attached hereto.

3. All information on the List of Covered Employees with regard to the employees of First Tier Subcontractor is true and correct in all respects.

4. First Tier Subcontractor has obtained all required criminal history record information relating to each covered employee of First Tier Subcontractor on the List of Covered Employees in accordance with Texas Education Code ("TEC") §22.0834.

5. None of the covered employees on the List of Covered Employees employed by First Tier Subcontractor has a disqualifying criminal history under Section 3.15 of the General Conditions.

6. If applicable, attached to this First Tier Subcontractor Certification is a duly completed and executed Sub-subcontractor Certification in the form provided by Owner obtained by First Tier Subcontractor from each subcontractor employed on the Project by or under First Tier Subcontractor as required by the General Conditions.

Capitalized terms used but not otherwise defined herein shall have the same meanings as designated in the Owner's General Conditions of the Contract for Construction in connection with the Project ("General Conditions"). This First Tier Subcontractor Certification is delivered to Owner and Contractor pursuant to Section 3.15 of the General Conditions and TEC §22.0834.

_____ _____

Date *Signature of Authorized Signatory for First Tier Subcontractor*

Printed Name: _____

Title: _____

ATTACHMENT #1

AISD PROJECT NO. 190013-BECKR

APPLICABLE PORTION OF LIST OF COVERED EMPLOYEES
[See Attached]

For _____
(First Tier Subcontractor's Name)

ATTACHMENT #2

AISD PROJECT NO. 190013-BECKR

SUB-SUBCONTRACTOR CERTIFICATIONS
[See Attached]

For the following Sub-subcontractors:

_____

_____

_____

_____

_____

_____

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AISD PROJECT NO. 190013-BECKR

SUB-SUBCONTRACTOR CERTIFICATION

I, the undersigned authorized signatory for _____ ("Sub-subcontractor"), certify to _____ ("First Tier Subcontractor"), _____ ("Contractor") and Austin Independent School District ("Owner") that:

1. Sub-subcontractor has entered into a contract with _____ to provide services in connection with the Project.

2. All covered employees employed by Sub-subcontractor on the Project are included on the List of Covered Employees furnished to Owner by Contractor dated as of _____, 20___ ("List of Covered Employees") and properly identified as employees of Sub-subcontractor. The portion of the List of Covered Employees listing Sub-subcontractor's covered employees is attached hereto.

3. All information on the List of Covered Employees with regard to the employees of Sub-subcontractor is true and correct in all respects.

4. Sub-subcontractor has obtained all required criminal history record information relating to each covered employee of Sub-subcontractor on the List of Covered Employees in accordance with Texas Education Code ("TEC") §22.0834.

5. None of the covered employees on the List of Covered Employees employed by Sub-subcontractor has a disqualifying criminal history under Section 3.15 of the General Conditions.

6. If applicable, attached to this Sub-subcontractor Certification is a duly completed and executed Sub-subcontractor Certification in the form provided by Owner obtained by Sub-subcontractor from each subcontractor employed on the Project by or under Sub-subcontractor as required by the General Conditions.

Capitalized terms used but not otherwise defined herein shall have the same meanings as designated in the Owner's General Conditions of the Contract for Construction in connection with the Project ("General Conditions"). This Sub-subcontractor Certification is delivered pursuant to Section 3.15 of the General Conditions and TEC §22.0834.

_____ _____

Date *Signature of Authorized Signatory for Sub-subcontractor*

Printed Name: _____

Title: _____

ATTACHMENT #1

AISD PROJECT NO. 190013-BECKR

APPLICABLE PORTION OF LIST OF COVERED EMPLOYEES
[See Attached]

For _____
(Sub-subcontractor's Name)

ATTACHMENT #2

AISD PROJECT NO. 190013-BECKR

SUB-SUBCONTRACTOR CERTIFICATIONS
[See Attached]

For the following Sub-subcontractors:

_____

_____

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