

SECTION 00800 – SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201

AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. To any extent that these Supplementary Conditions may conflict with the Owner-Contractor Agreement or the Specifications, these Supplementary Conditions shall control.

A. MODIFICATION OF PARAGRAPH 1.1 BASIC DEFINITIONS

1. Clause 1.1.9  
Add a new clause to read as follows: The term "product" as used in the Project Manual includes materials, systems and equipment.
2. Clause 1.1.10  
Add a new clause to read as follows: The term "provide" as used in the Project Manual means to furnish and install.
3. Clause 1.1.11  
Add a new clause to read as follows: The term "final acceptance" as used in the Project Manual means agreement by the Owner that the Work, or any portion thereof to which this term is applied, has been satisfactorily completed, providing that any subsequent failure or other latent defect apparent within the Contractor's warranty period shall invalidate a previous acceptance.
4. Clause 1.1.12  
Add a new clause to read as follows: The term "CM Agent" as used in the Project Manual means a professional Construction Manager (CM or CM Agent) acts as an extension of staff to the Owner and manages the entire project with pre-planning, design, construction, engineering and management expertise that can assure the best possible project outcome no matter what type of project delivery method used. A CM is NOT a general contractor. CM is often used interchangeably with Project Manager.

B. MODIFICATION OF PARAGRAPH 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1. Subparagraph 1.2.4  
Add the following: Sections of Division One - General Requirements govern the execution of all sections of the Specifications.
2. Subparagraph 1.2.5  
Add a new subparagraph to read as follows: The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.
3. Subparagraph 1.2.6

Add a new subparagraph to read as follows: If any of the terms, paragraphs, sections, provisions, covenants or conditions of the Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, paragraphs, sections, provisions, covenants or conditions will remain in full force and effect and shall in no way be affected, impaired or invalidated.

4. Subparagraph 1.2.7  
Add a new subparagraph to read as follows: When the terms "or equal," "approved," "acceptable," "necessary," "suitable," "as directed," "good and sufficient" or other such general qualifying terms are used in the Contract, they shall be construed as though followed by the words "in the opinion of the Owner through the Architect," or "by the Owner through the Architect," as the case may be.
5. Subparagraph 1.2.8  
Add a new subparagraph to read as follows: Standard specifications and manuals of technical societies, organizations or associations, or statutes and regulations of governmental agencies used as a reference in the Contract Documents, either by specific statement or implication, shall mean the latest standard specification, manual, code, statute, or regulation in effect at the time of opening of Bids. No provision of any such reference used in the Contract Documents shall change or reassign the duties and responsibilities of the Owner, Contractor, Architect, or any consultants and agents of any of them from those set forth in the Contract Documents.

C. MODIFICATION OF PARAGRAPH 1.4 INTERPRETATION

1. Subparagraph 1.4.1  
Add a new subparagraph to read as follows: Where any portion of the Contract Documents is contradicted by another, the more expensive or larger quantity shall prevail. Upon receiving a written request, the Architect shall issue a written clarification for the matter in question. Where any discrepancy or conflict may occur between the General Conditions and these Supplementary Conditions, these Supplementary Conditions shall have priority.

D. MODIFICATION OF PARAGRAPH 2.1 DEFINITION

1. Subparagraph 2.1.1  
Delete this subparagraph in its entirety.

E. MODIFICATION OF PARAGRAPH 2.3 OWNER'S RIGHT TO STOP THE WORK

1. Subparagraph 2.3.1  
Add a new subparagraph to read as follows: Failure of the Contractor to comply with the Owner's order to stop the Work may be considered a substantial violation of the Contract. When the Owner has stopped the Work as provided in this subparagraph, the Contractor shall not be entitled to any extension of the Contract Time, or damages for delay, related to the stoppage.

F. MODIFICATION OF PARAGRAPH 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

1. Subparagraph 2.4  
Delete sentence: "Such action by the Owner and amounts charged to the Contractor are both subject to the prior approval of the Architect."

2. Subparagraph 2.4.1  
Add a new subparagraph to read as follows: If the Contractor fails to begin the delivery or commence Work as provided in the Contract, or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the Work in such manner as in the opinion of the Architect to ensure a full compliance with the Contract within the time limit, or if, in the judgment of the Architect, the Contractor is not carrying out the provisions of the Contract in their true intent and meaning, and in accordance with the terms of this Contract and of the plans and specifications, written notice may be served by the Architect on the Contractor, or Contractor's agent or representative, to provide within a specified time a revised schedule and plan showing how the Work will be completed for a satisfactory compliance with the Contract. If the Contractor neglects or refuses to comply with such notice, the Owner may cancel or suspend the operation of all or any part of the Contract and the Work hereunder, or it may, in its discretion, after such notice, purchase any or all of the material without suspending the Contract.
3. Subparagraph 2.4.2  
Add a new subparagraph to read as follows: Upon the suspension of a Contract for furnishing material or machinery, the Owner may purchase the material or machinery necessary in the opinion of the Architect to complete the Contract in such manner as the Architect may deem proper, and the cost and expense thereof may be charged to the Contractor and/or Contractor's surety. Upon suspension of a Contract for construction or installation, the Owner may, in its discretion, take possession of all or any part of the machinery, tools, appliances, materials and supplies used on the Work covered by the Contract, or that have been shipped or delivered by or on account of the Contractor for use in connection therewith, and the same may be used either directly by the Owner, or by other parties for it, for the completion of the Work so suspended; or the Owner may employ other parties to perform the Work, or may substitute other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such parties and buy such machinery, tools, appliances, materials and supplies, at the Contractor's expense, as may be necessary in the opinion of the Architect, for the proper conduct and completion of the Work.
4. Subparagraph 2.4.3  
Add a new subparagraph to read as follows: If, in the opinion of the Owner, there is an emergency for the furnishing of certain material, or the performance of certain Work, in order to ensure compliance with the terms of the Contract, and if the Contractor fails to furnish such material or to perform such Work within a reasonable time fixed by written notice from the Architect to the Contractor, then the Owner shall have the power to and it may at its election furnish such material and/or perform such Work at the expense of the Contractor and/or Contractor's sureties, who shall be liable therefore. In the determination of the question whether there has been such non-compliance with the Contract as to warrant its suspension or the furnishing of material, or the performance of Work by the Owner as herein provided, the decision of the Owner shall be final. The enumeration of the options and privileges of the Owner as hereinbefore set forth is not and shall never be considered as the only rights, options or remedies of the Owner, and it is expressly agreed that the Owner may pursue any other and further option, right and remedy accorded to it at law and in equity.
5. Subparagraph 2.4.4  
Add a new subparagraph to read as follows: Any cost, damage and expense to the Owner above the Contract price arising out of the happening of any or all of the contingencies above specified and contemplated shall be charged to and paid in full by the Contractor and/or Contractor's surety. Any other loss, of any nature, occasioned to the Owner by reason

of default or failure of the Contractor and/or by any breach of this Contract shall also be borne and paid by the Contractor and/or Contractor's surety. In the event that the Owner shall suspend the Contract or take over the Work in whole or in part, such action shall not relieve either the Contractor or Contractor's surety from any of the covenants, conditions, obligations or liabilities imposed upon them by this Contract and/or by the Contractor's bond.

6. Subparagraph 2.4.5

Add a new subparagraph to read as follows: It is expressly agreed by the Contractor and Contractor's surety that they and each of them will be fully and completely bound by each and every decision of the Architect in all matters pertaining to this Contract unless the Contractor or Contractor's surety shall prove by clear, convincing and unmistakable proof that such decision is arbitrary and not grounded upon any evidence of facts reasonably calculated to support such decisions.

G. MODIFICATIONS OF PARAGRAPH 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

1. Clause 3.2.4

Replace the final sentence of this clause with the following sentence: If the nature of the error, inconsistency or omission is such that it would have reasonably been discovered by a competent, experienced Contractor, then the Contractor shall be responsible just as if construction activity were performed with the Contractor's knowledge of the condition.

2. Clause 3.2.4.1

Add a new clause to read as follows: Errors, inconsistencies or omissions discovered in the Contract Documents which are reported to the Architect seven (7) days or more before the bid opening shall be corrected by addendum and the Contractor shall not be held responsible. Except for any such reported errors, inconsistencies or omissions, the Contractor shall signify by the fact of submitting his bid that he considered that the entire Work can and will be administered, constructed and completed as described, with interpretation by the Architect where necessary, and that Contractor has satisfactorily provided for such in his bid.

3. Subparagraph 3.2.4.2

Add a new subparagraph to read as follows: All site grade elevations shown on the Drawings shall be checked from established bench marks and shall be confirmed by the Contractor. Discrepancies discovered shall be reported to the Architect for adjustment before any Work begins. The Contractor's commencement of the Work shall constitute Contractor's acceptance of all existing site grade elevations as correct or otherwise workable. The Contractor shall not be due additional compensation for grade variations or discrepancies except by written agreement before construction begins.

4. Subparagraph 3.2.4.3

Add a new subparagraph to read as follows: During the course of the Work, should any discrepancy be found in or between the Drawings and Specifications, the Contractor, by the fact of submitting Contractor's bid, shall be deemed to have estimated the more expensive way of completing the Work, unless Contractor shall have reported the discrepancy prior to bid openings as provided in Clause 3.2.3.1. The Architect, in case of such discrepancy, will interpret the Drawings and Specifications to secure the most appropriate and complete performance of the Work. In that matter, the Architect shall be the sole judge.

5. Subparagraph 3.2.5

Add a new subparagraph to read as follows: Written measurements and dimensions shall be followed at all times. Except where directed by the Architect, dimensions shall not be determined by scale or rule. The Contractor shall verify all dimensions by measurements at the job site, and shall take any and all other measurements necessary to verify the Drawings and to properly lay out the Work. Any discrepancy affecting the layout of the Work shall immediately be reported to the Architect for interpretation.

6. Subparagraph 3.2.6

Add a new subparagraph to read as follows: The Contractor signifies by the fact of submitting Contractor's bid: that Contractor has, to Contractor's full satisfaction, examined the site of the Work and all geotechnical data in the bid documents, including drawings and reports describing the surface and subsurface nature of the site; that Contractor has determined the general and local conditions, the type and extent of equipment and facilities needed in preparation for and prosecution of the Work, and all other such matters which will in any way affect the Work under the Contract; and that Contractor considers the site suitable for the Work intended and has provided in Contractor's bid for all equipment, facilities, labor and expertise necessary to properly fit the Work to the site.

7. Subparagraph 3.2.7

Add a new subparagraph to read as follows: The Contractor shall investigate maps, plans, and records maintained by utility companies to ascertain the location of all utilities prior to beginning new or alteration work. Locations of utility lines, whether shown on the Drawings or not, shall be verified and marked prior to start of construction. Any damage caused to any utility as a result of Work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money will be paid by the Owner.

H. MODIFICATION OF PARAGRAPH 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

1. Subparagraph 3.3.1

Replace the final sentence of this subparagraph with the following: The Owner shall not be responsible for any loss or damage resulting from the Contractor's actions as directed by the Architect.

2. Subparagraph 3.3.4

Add a new subparagraph to read as follows: The Contractor shall determine that project requirements expressed in specified procedures, instructions, manufacturer's recommendations or referenced standards are reasonable and appropriate. Where the Contractor considers any such requirements to be unreasonable or inappropriate, the Contractor shall, prior to performing that portion of the Work, identify to the Architect whether the requirement appears to conflict with accepted construction practice, or will invalidate any required warranty, or may be acceptably achieved with an alternative procedure or installation. The Contractor shall propose an alternative procedure or installation only if he warrants the end result to be equal or superior to the original requirement.

3. Subparagraph 3.3.5

Add a new subparagraph to read as follows: The status of the Contractor is that of an independent Contractor under Texas law and the Work under this Contract shall be under the direct charge and superintendence of the Contractor. Except where the Contractor is an individual and gives Contractor's personal superintendence to the Work, the Contractor shall provide a competent superintendent or general foreman on the Work at all times during

progress with full authority to act for Contractor. The Contractor shall also provide an adequate staff for the coordination and expediting of Contractor's Work.

The superintendent and staff shall be satisfactory to the Owner. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the Owner or unless the superintendent or general foreman proves unsatisfactory to the Contractor and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the Owner, he shall be removed by the Contractor upon written direction of the Owner; and in such event, the Contractor shall not be entitled to file a claim for any additional working time or money from the Owner.

4. Subparagraph 3.3.6

Add a new subparagraph to read as follows: The Contractor shall employ only competent, efficient workers and shall not use on the Work any unfit person or one not skilled in the Work assigned to the worker; and shall at all times maintain good order among Contractor's employees.

Whenever the Owner shall inform the Contractor in writing that, in Owner's opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the Work, such employee shall be removed from the Work and shall not again be employed on it.

Under urgent circumstances, the Owner may orally require immediate removal of an employee for cause, to be followed by written confirmation.

5. Subparagraph 3.3.7

Add a new subparagraph to read as follows: The Contractor shall, before closing any street or causing any obstruction to traffic on any street, furnish and erect suitable barricades and warning signs to protect the traveling public, as set forth in the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways. In the event it becomes necessary to close any streets during the construction of this Work, the Contractor shall contact The City of Killeen Transportation Engineer for approval of a detour and barricade plan. No additional compensation will be made to the Contractor for furnishing, installing, and maintaining barricades and warning signs and their subsequent removal.

I. MODIFICATION OF PARAGRAPH 3.5 WARRANTY

1. Subparagraph 3.5.1

Add a new subparagraph to read as follows: In addition to any specific guarantees required by the Contract Documents, Contractor hereby guarantees to perform the Work in a first-class, workmanlike manner and guarantees all Work against defects in workmanship for a period of one (1) year after the date of Final Acceptance of the Work by the Owner. Final Acceptance of the Work shall be established as the date that, except for adjustments and repairs to be completed under warranty provisions, the Work has been fully accomplished. The Contractor shall repair and make good, without expense to the Owner, any and all defects in his Work which may become apparent within that time. Any such repair, including adjustment or replacement, of Work previously accepted shall be similarly warranted by the Contractor for an additional year.

2. Subparagraph 3.5.2  
Add a new subparagraph to read as follows: Specific and special warranties required in the Contract Documents are in addition to, and not in lieu of, the Contractor's general warranty. The Contractor shall not be relieved of general warranty obligation by the statement of specific products or procedures.
3. Subparagraph 3.5.3  
Add a new subparagraph to read as follows: Warranty Service Clause: Under the terms of the warranties which arise from these Contract Documents and/or by the terms of any applicable special warranties required by the Contract Documents, if any of the Work in accordance with this Contract is found to not be in accordance with the requirements of the Contract Documents, the Contractor shall correct such Work promptly after receipt of written notice from the Owner or the Architect, Engineer or other entity as the Contract Documents may provide. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. If Contractor fails within a reasonable time after written notice to correct defective Work or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any provision in the Contract Documents, either the Owner or its designee may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

J. MODIFICATION OF PARAGRAPH 3.6 TAXES

1. Subparagraph 3.6  
Add the following: The Contractor shall be responsible to pursue with the State Comptroller any tax exemption for equipment and materials to be incorporated into this project.

K. MODIFICATION OF PARAGRAPH 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

1. Subparagraph 3.7.1  
Add the following: Unless otherwise provided, fees to be secured and paid by the Contractor shall include, but not be limited to, water taps, sewer taps, water meters, fire hydrants, detector check devices, temporary sanitary facilities, and the like. Contractor shall comply with The City of Killeen standard procedures. Contractor shall secure the building permit, but no fee will be required.
2. Subparagraph 3.7.3  
Amend this subparagraph in its entirety to read as follows: It shall be the obligation of the Contractor to review the Contract Documents to determine and to notify the Owner and the Architect of any discrepancy between the Contract Documents and building codes or regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other locational requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Owner and Architect in writing, and necessary changes shall be accomplished by appropriate modification.

L. MODIFICATION OF PARAGRAPH 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

1. Subparagraph 3.10.1

Add the following: The construction schedule shall be subject to approval of the Architect. A revised construction schedule shall be submitted at any time the Architect determines the status of the Work to be more than three weeks ahead of or behind the current schedule.

M. MODIFICATION OF PARAGRAPH 3.18 INDEMNIFICATION

1. Amend Subparagraphs 3.18.1 and 3.18.2 in their entirety to read as follows:

Subparagraph 3.18.1

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless Owner and all of Owner's officials, officers, agents, employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of property occasioned by error, omission, or negligent act of Contractor, Contractor's officers, agents, employees, subcontractors, invitees or any other persons, arising out of or in connection with the performance of this Contract, and Contractor will at Contractor's own cost and expense defend and protect Owner from any and all such claims and demands.

Subparagraph 3.18.2

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts or other employee benefit acts.

N. MODIFICATION OF PARAGRAPH 4.1 General

1. Subparagraph 4.1.3  
Delete this subparagraph in its entirety.

O. MODIFICATION OF PARAGRAPH 4.2 ADMINISTRATION OF THE CONTRACT

1. Subparagraph 4.2.3  
Delete this subparagraph in its entirety.
2. Subparagraph 4.2.4  
Amend this subparagraph in its entirety to read as follows: Except as otherwise provided in the Contract Documents or when directed communications have been specifically authorized by the Owner, the Architect and Contractor shall endeavor to communicate with each other through the CM Agent about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the CM Agent. Any direct communication between the Owner and Contractor which may affect the administration or performance of the Contract shall be made or confirmed in writing, with copies to the Architect.
3. Subparagraph 4.2.12

Amend this subparagraph in its entirety to read as follows,: Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

4. Subparagraph 4.2.13  
Delete this subparagraph in its entirety.

P. MODIFICATION OF PARAGRAPH 4.3 CLAIMS AND DISPUTES

1. Subparagraph 4.3.4  
Add the following: If the Contractor alleges that Contractor has incurred or will incur additional costs because of concealed or unknown conditions, the Contractor shall be due additional compensation for such costs only where it is shown to the satisfaction of the Architect that a competent, experienced contractor would not have reasonably discovered or otherwise accounted for the concealed or unknown condition.

Q. MODIFICATION OF PARAGRAPH 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

1. Subparagraph 5.2.2  
Amend this subparagraph in its entirety to read as follows The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in Federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom the Contractor has a reasonable objection.
2. Subparagraph 5.2.3  
Delete this subparagraph in its entirety.
3. Subparagraph 5.2.4  
Add the following: The Contractor shall notify the Owner, through the Architect, in writing when the Contractor proposes to change any subcontractor, person or entity previously selected.

R. MODIFICATION OF PARAGRAPH 5.3 SUBCONTRACTUAL RELATIONS

1. Subparagraph 5.3  
Amend this subparagraph in its entirety to read as follows: The Contractor shall not make any subcontract for performing any portion of the Work included in the Contract without written notice to the Owner.

The Contractor shall, as soon as practicable after signing the Contract, submit a separate written notice to the Owner identifying each proposed subcontractor.

If a subcontractor fails to properly perform the Work undertaken, subcontractor shall be removed from the job, upon request of the Owner, following notification to the Contractor in writing of the request for removal and the reasons therefore. Replacement of the subcontractor shall not provide a basis for an increase or decrease of the Contract amount.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and subcontractor's officers and employees in all respects as if subcontractor and they were employees of the Contractor. The Owner's decision not to disapprove of any subcontract shall not relieve the Contractor of any of Contractor's responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of Contractor's subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his Work. The Contractor and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the Owner; nor shall be deemed or construed to impose upon the Owner any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the Owner.

The provisions contained herein shall likewise apply to any sub-subcontracts.

**S. MODIFICATION OF PARAGRAPH 6.2 MUTUAL RESPONSIBILITY**

1. Subparagraph 6.2.4

Add the following: If a 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 the Contractor's own expense, and if any judgment or award against the Owner arises there from, the Contractor shall pay or satisfy it and shall 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.

**T. MODIFICATION OF PARAGRAPH 6.3 OWNER RIGHT TO CLEAN UP**

1. Subparagraph 6.3

Amend this subparagraph to read as follows: If a dispute arises among the Contractor, separate Contractor and the Owner as to responsibility for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

**U. MODIFICATION OF PARAGRAPH 7 CHANGES IN THE WORK**

1. Subparagraph 7.1.4

Add a new subparagraph to read as follows: The Owner reserves the right to make changes in the quantities of the Work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds.

The Owner reserves the right to decrease the Work under this Contract. Payment to the Contractor for the Contract items shall be made for the actual quantities of Work performed and material furnished at the unit prices set forth in the Contract, except as provided below.

When the quantity of Work to be done or of materials to be furnished under any item of the Contract is more than one hundred twenty-five percent (125%) of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work above one hundred twenty-five percent (125%) of the quantity stated in the Contract.

When the quantity of Work to be done or of materials to be furnished under any item of the Contract is less than seventy-five percent (75%) of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the Work performed.

The foregoing notwithstanding, the total original Contract amount shall not be increased more than twenty-five percent (25%).

V. MODIFICATION OF PARAGRAPH 7.4 MINOR CHANGES IN THE WORK

- 1. Subparagraph 7.4.1  
Amend this subparagraph to read as follows: The Architect will have authority, if approved by Owner, to make minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change shall be affected by written order and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

W. MODIFICATION OF PARAGRAPH 8.1 DEFINITIONS

- 1. Subparagraph 8.1.5  
Add a new subparagraph to read as follows: Unless otherwise specified, where any action, submittal or response falls due on a Saturday, Sunday or legal holiday, such action, submittal or response shall be considered due on the next day which is not a Saturday, Sunday nor a legal holiday.
- 2. Subparagraph 8.1.6  
Add a new subparagraph to read as follows: The following days shall be considered legal holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Thanksgiving Friday	Friday following Thanksgiving Day
Christmas Day	December 25

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

X. MODIFICATION OF PARAGRAPH 8.2 PROGRESS AND COMPLETION

- 1. Subparagraph 8.2.4

Add the following: If the Contractor fails, without adequate justification, to maintain the progress required by the construction schedule, the Owner may choose to delay payment of all or any part of the Contractor's progress payment (pursuant to Clause 9.5.1.8) until the Contractor's progress is consistent with the construction schedule.

Y. MODIFICATION OF PARAGRAPH 8.3 DELAYS AND EXTENSIONS OF TIME

1. Subparagraph 8.3.1  
Delete this subparagraph in its entirety.
2. Subparagraph 8.3.4  
Add a new subparagraph to read as follows: The Contractor assumes the risk of all suspensions of or delays in performance of the Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this Contract, including wrongful acts or omissions of its subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in the Contract for such suspension or delays. And subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.
3. Subparagraph 8.3.5  
Add a new subparagraph to read as follows: Unless specifically stated in another provision(s) of this Contract, whether relating to time of performance or otherwise, Owner makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the Contract, or as to whether conditions at the construction site will be such as to permit the Contract to be performed thereon without interruption or by any particular sequence or method or as to whether the performance of the Contract can be completed by the time required under this Contract or by any other time.
4. Subparagraph 8.3.6  
Add a new subparagraph to read as follows: The Contractor shall receive no compensation for delays or hindrances to the Work except as otherwise provided herein. No such extension of time shall release the Contractor or the surety on his performance bond from all his obligations hereunder, which shall remain in full force until the discharge of the Contract.
5. Subparagraph 8.3.7  
Add a new subparagraph to read as follows: Wherever in connection with this Contract it is required, expressly or otherwise, that Owner shall perform any act relating to the Contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the Owner as to the time of such performance and the delay of Owner in fulfilling such requirement shall not result in liability of any kind on the part of Owner except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.
6. Subparagraph 8.3.8  
Add a new subparagraph to read as follows: The time of completion is of the essence of this Contract. For each calendar day that any Work shall remain incomplete after the time specified in the proposal and the Contract, or the increased time granted by the Owner, or as equitably increased by additional Work or materials ordered after the Contract is signed, the

sum per day which shall be deducted from the monies due the Contractor is one thousand (\$1,000.00) per day.

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amounts are agreed to be the amounts of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this Contract; and if said monies be insufficient to cover the amount owing, then the Contractor or Contractor's surety shall pay any additional amounts due.

**Z. MODIFICATION OF PARAGRAPH 9.3 APPLICATIONS FOR PAYMENT**

1. Subparagraph 9.3.1

Add the following: The form of application for payment shall be the latest edition of AIA Document G702, Application and Certificate for Payment, supported by the latest edition of AIA Document G703, Continuation Sheet.

**AA. MODIFICATION OF PARAGRAPH 9.4 CERTIFICATES FOR PAYMENT**

1. Subparagraph 9.4.2

Amend this subparagraph in its entirety to read as follows: The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

**AB. MODIFICATION OF PARAGRAPH 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

1. Clause 9.5.1.8

Add a new clause to read as follows: Unsatisfactory progress of the Work not caused by conditions beyond the Contractor's control.

2. Clause 9.5.1.9

Add a new clause to read as follows: Contractor's failure to carry out instructions or orders of the Owner or Owner's representative.

3. Clause 9.5.1.10

Add a new clause to read as follows: Unsafe working conditions allowed to persist by the Contractor.

4. Clause 9.5.1.11

Add a new clause to read as follows: Failure of the Contractor to provide Work schedules as required by the Owner.

5. Clause 9.5.1.12  
Add a new clause to read as follows: Use of subcontractors without the Architect's approval.
6. Clause 9.5.1.13  
Add a new clause to read as follows: Failure of the Contractor to keep current as-built record drawings at the job site, or to turn same over in completed form to the Owner.
7. Subparagraph 9.5.4  
Add a new subparagraph to read as follows: If the Work has not been completed by the date agreed upon and set forth in the Contract, the Architect shall not be obligated to issue any further monthly Certificates for Payment, after expiration of the Contract Time, until final completion of all the Work.
8. Subparagraph 9.5.5  
Add a new subparagraph to read as follows: Retainage: As security for the faithful completion of the Work by the Contractor, the Owner shall retain five percent (5%) of the total dollar amount of Work. When Work progress is substantially complete, the retainage may reduced to only that amount necessary to assure completion as determined by the Architect.
9. Subparagraph 9.5.6  
Add a new subparagraph to read as follows: The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Work for which payment is being withheld shall have been rejected by any governmental authority, the Owner or the Architect.

**AC. MODIFICATION OF PARAGRAPH 9.7 FAILURE OF PAYMENT**

1. Subparagraph 9.7.  
Delete this paragraph in its entirety.

**AD. MODIFICATION OF PARAGRAPH 9.10 FINAL COMPLETION AND FINAL PAYMENT**

1. Subparagraph 9.10.2  
Add the following: The acceptance by the Contractor of the final payment shall operate as and shall be a release to the Owner from all claims or liabilities under the Contract for anything done or furnished or relating to the Work under the Contract or for any act or neglect of the Owner relating to or connected with the Contract.
2. Subparagraph 9.10.4  
Add .4 liquidated damages and additional costs due the Owner.

**AE. MODIFICATION OF PARAGRAPH 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

1. Subparagraph 10.1.1  
Add a new subparagraph to read as follows: It shall be the Contractor's responsibility to ensure that no building materials containing any form of asbestos are incorporated into the Work. Any such material shall be removed and satisfactorily replaced without additional cost to the Owner.

2. Subparagraph 10.1.2  
Add a new subparagraph to read as follows: Attention is called to the regulations issued by the Secretary of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926). The Contractor shall be required to comply with those regulations to the extent that any resulting Contract involves construction.

AF. MODIFICATION OF PARAGRAPH 10.2 SAFETY OF PERSONS AND PROPERTY

1. Subparagraph 10.2.4  
Add the following: Explosives shall not be used or delivered to the site without the written approval of the Owner and issuance of required permits from governmental authorities.
2. Subparagraph 10.2.5  
Amend this subparagraph to read as follows: The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by contractual documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for under Clauses 10.2.1.2 and 10.2.1.3.

AG. MODIFICATION OF PARAGRAPH 10. 3 HAZARDOUS MATERIALS

1. Subparagraph 10.3.2  
Amend this subparagraph in its entirety to read as follows: 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.
2. Subparagraph 10.3.3  
Delete this subparagraph in its entirety.
3. Subparagraph 10.3.5  
Delete this subparagraph in its entirety.

AH. MODIFICATION ADDING SUBPARAGRAPH 10.4.1 TRENCH SAFETY

1. Subparagraph 10.4.1  
Add the following: The Work performed under this section of the Specifications consists of providing site specific excavation safety plans and systems consisting of shoring, sheeting, trench shield, and/or laid back slopes to meet the safety requirements of the Occupational Safety and Health Administration, as required for this project and specified herein.

(1) General

Trench safety systems shall be provided by the Contractor in accordance with the applicable subpart related to Excavation, Trenching, and Shoring of the OSHA Standards as published in Federal Register, Volume 54, No. 209 dated October 31, 1989, and revised effective January 2, 1990. These standards describe safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). The standards specified by the OSHA Regulations shall be the minimum allowed on this project.

It shall be the responsibility of the Contractor to provide a design and to install adequate trench safety systems for all trenches excavated on this project.

The Contractor shall furnish to the Owner for review, after award of the Contract by the City Council and prior to execution of the Contract by the Owner, a Site Specific Excavation Safety System Plan for the entire project. The safety plan must be prepared and sealed by a Professional Engineer registered in the State of Texas with professional experience in soil mechanics and structural design. In addition, all safety systems utilized in this project must be designed by a Professional Engineer registered in the State of Texas. The Contractor shall be totally responsible for the safety of all persons involved in the construction of this project.

After review of the excavation safety plan, the City Engineer will forward the reviewed plan to the appropriate Owner construction division for use in inspection. Plans for construction will not be released by the City Engineer until this plan is reviewed. Changes in the excavation safety plan after initiation of construction may not be cause for extension of time or change order and will require the same review process. The Contractor accepts sole responsibility of compliance with all applicable safety requirements. The review is only for general conformance with OSHA safety standards. Release of the excavation safety plan by the City Engineer does not relieve Contractor from any or all construction means, methods, techniques and procedures; and any property damage or bodily injury (including death) that arises from use of the excavations safety plan, from Contractor's negligence in performance of Contract Work, or from Owner's failure to note exceptions to the excavation plan, shall remain the sole responsibility and liability of the Contractor.

(2) Core Borings

Any core borings and soil data furnished by the Owner are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed excavation safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the Owner in no way relieves the Contractor of this obligation.

If no core borings or soil data are furnished by the Owner, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of the excavation safety systems.

(3) Submittal Data

The following information shall be included in the Contractor's safety plan:

- (a) A site-specific excavation safety plan prepared, sealed and signed by a Professional Engineer registered in the State of Texas. Such a plan shall cover how the Contractor intends to implement the trench safety plan in the field.
- (b) A signed certification from the Excavation Safety Design Engineer declaring that his plan has been prepared in accordance with current OSHA Regulations and State of Texas Excavation Safety Laws.

- (c) A signed statement from the Contractor declaring that Contractor accepts and will follow the submitted safety plan.
- (d) A signed statement from the Contractor acknowledging Contractor is totally responsible for the safety of all persons involved in the construction of this project.
- (e) A waiver claim for delay and time.

(4) Inspections

In addition to the inspections of the excavation and excavation safety systems required of the Contractor by OSHA Regulations, the Owner may further inspect the Work. The Owner shall have the right to reject any safety systems which it finds to be inadequate, and the Contractor shall immediately improve the system to comply with this specification.

(5) Details

The standard detail plans for Sheeting, Trench Shield, and Trench Jacks as shown in the OSHA Regulations previously referenced are included as part of this specification, as well as Table P-1, approximate angle of repose for sloping of sides of excavations, and Table P-2, Trench Shoring-Minimum Requirements. The design of the members shown in Table P-2 is the minimum acceptable on this project.

(6) Measurement and Payment

Payment for trench safety design and installation shall be subsidiary to the Base Bid.

AI. MODIFICATION OF PARAGRAPH 11 INSURANCE AND BONDS

Add the following Clause 11.1.5 and delete subparagraphs 11.2 through 11.4 in their entirety.

A. Insurance

The Contractor shall carry insurance in the following types and amounts for the duration of the Contract, which shall include items owned by the Owner in care, custody and control of the Contractor prior and during construction and warranty period, and furnish Certificates of Insurance on the forms provided as evidence thereof. Copies of policy declaration pages and all policy endorsements to be furnished upon request.

1. Worker's Compensation Insurance Coverage.

a. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services in a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

Persons providing services on the project ("subcontractor" in Texas Labor Code Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owners-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. 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.
- c. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven 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.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the 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.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons

providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the Owner, in writing, by certified mail or personal delivery, within 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;
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate insurance carrier or, in case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

2. Commercial General Liability Insurance with minimum limits of:

General Aggregate	\$1,000,000
Products & Completed Operations	1,000,000
Aggregate	500,000
Personal & Advertising Injury	500,000
Each Occurrence	50,000
Fire Damage (Any One Fire)	1,000
Medical Expense (Any One Person)	

3. Owner's and Contractor's protective liability insurance policy naming the Owner as insured. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Minimum limits of liability shall be as follows:

Per Occurrence	\$1,000,000
Aggregate	500,000

4. Automobile Liability Insurance for all owned, non-owned and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage limits of \$100,000 or a Combined Single Limit of \$600,000.

5. On all new or remodeling building projects; All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

If insurance policies are not written for amount specified in 2 and 3 above, Contractor is required to carry an Excess Liability Insurance Policy for any difference in amounts specified.

Contractor shall be responsible for deductibles and self-insured retentions, if any, stated in policies. Any self-insured retention shall not exceed ten percent (10%) of minimum required limits. All deductibles or self-insured retentions shall be disclosed on Certificate of Insurance required above.

Contractor shall not commence work at site under this Contract until he has obtained required insurance and until such insurance has been reviewed by the Owner. Contractor shall not allow any Subcontractors to commence work until insurance required has been obtained and approved. Approval of insurance by the Owner shall not relieve or decrease liability of Contractor hereunder.

Insurance to be written by a company licensed to do business in the State of Texas at the time policy is issued and acceptable to the Owner.

Contractor shall produce an endorsement to each affected policy:

1. Naming City of Killeen, P.O. Box 1329, Killeen, Texas 76540, as additional insured (except Workers' Compensation and Builders Risk).
2. To provide a waiver of subrogation to the City of Killeen.
3. That obligates the insurance company to notify the Owner, City of Killeen, P.O. Box 1329, Killeen, Texas 76540, that no policies will be cancelled or reduced, restricted or limited until thirty (30) days after the Owner has received written notice as evidenced by return receipt of registered or certified letter.
4. That the "other" insurance clause shall not apply to the Owner where City of Killeen is an additional insured shown on policy. It is intended that policies required in this agreement, covering both the Owner and Contractor, shall be considered primary coverage as applicable.

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

If Contractor is underwritten on a claim-made basis, the retroactive date shall be prior to, or coincident with, the date of this Contract and the Certificate of Insurance shall state that coverage is claims made and also the retroactive date. Contractor shall maintain coverage for duration of this Contract. Contractor shall provide the Owner annually a Certificate of Insurance as evidenced of such insurance. It is further agreed that Contractor shall provide the Owner a 30-day notice of aggregate endorsement, an advance of the retroactive date, cancellation and/or renewal.

It is also agreed that Contractor will invoke the tail option at request of the Owner and that Extended Reporting Period (ERP) premium shall be paid by the Contractor.

The Owner reserves the right to review and renegotiate the insurance requirements of this section during effective period of the Contract and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions or the claims history of the industry as well as Contractor.

The Owner shall be entitled, upon request, and without expense, to receive copies of policies and all endorsement 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 regulation binding upon either of the parties hereto or the underwriter on any of such policies.

Actual losses not covered by insurance as required by this section shall be paid by Contractor.

**B. Performance and Payment Bonds**

If the bid amount is less than \$25,000, the bidder is not required to provide Performance and Payment Bonds. Payment for the Project will be made by the Owner only upon completion and acceptance of the work on the Project by the Owner.

If the bid amount exceeds \$25,000, the Owner will require 100% Performance and Payment Bonds for the Project

If the Performance and Payment Bonds are to be provided, the successful bidder must furnish the bonds from a surety company authorized to do business in the State of Texas and appearing on the U.S. Treasury list. Such bonds must be on the forms provided by the Owner in the amount of one hundred percent (100%) of the contract price, conditioned that the Contractor will faithfully perform the contract executed, in accordance with Texas Government Code Chapter 2253

**AJ. MODIFICATION OF PARAGRAH 12 UNCOVERING AND CORRECTION OF WORK**

1. Subparagraph 12.1.2  
Amend this subparagraph in its entirety to read as follows: If a portion of the Work has been covered which the Architect, CM Agent or Owner has not specifically requested to examine prior to its being covered, the Architect and CM Agent may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which the Owner shall be responsible for payment of such costs.
2. Subparagraph 12.2.2.1  
Delete the following sentence from this subparagraph: During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the right to require correction by the Contractor and to make a claim for breach of Warranty.

**AK. MODIFICATION OF PARAGRAPH 13.1 GOVERNING LAW**

1. Amend this paragraph to read: Venue will be in Bell County and the contract will be governed by Texas Law.

**AL. MODIFICATION OF PARAGRAPH 13.3 WRITTEN NOTICE**

1. Subparagraph 13.3.1  
Add a new subparagraph to read as follows: Written notification shall be required for any party considered to be in breach of the Contract. Such notification shall give at least seven (7) days' written notice of the alleged breach of the Contract, specifying in what point the Contract has been violated and identifying appropriate measures for compliance with the Contract. Failure of the notified party to respond within the specified time may be cause for considering the notified party to be guilty of a substantial breach of a provision of the Contract Documents.

**AM. MODIFICATION OF PARAGRAPH 13.5 TESTS AND INSPECTIONS**

1. Subparagraph 13.5.1  
Amend this subparagraph to read as follows: Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing agency hired by the Owner, or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. Approved inspections of the Work or portions thereof by a public authority inspecting under

a specific construction code shall not be considered final acceptance of the Work. Final acceptance of the Work shall be the authority of the Architect and the Owner. Unless otherwise provided, the Owner shall bear costs of services of the independent testing agency when such services are specified by the Contract Documents and result in evidence that the Work complies with requirements established in the Contract Documents. The Contractor shall bear costs of all other services of the independent testing agency, including but not limited to retesting of Work that has failed or been rejected, retesting of Work not meeting requirements of the Contract, and expenses of the testing agency related to the Contractor's miscoordination of the Work to be observed or tested, and costs thereof deducted from the Contract Sum.

2. Subparagraph 13.5.2  
Amend this subparagraph to read as follows: If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 13.5.1 does not include, Architect will, upon written authorization from the Owner, order such special inspection, testing or approval. The Contractor shall give notice as provided in Subparagraph 13.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services and additional engineering services made necessary by such failure, and an appropriate Change Order shall be issued. Otherwise, the Owner shall bear such costs.
  
3. Subparagraph 13.5.7  
Add a new subparagraph to read as follows: The temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any Work or materials supplied under this Contract before completion and final acceptance of the Project shall not be construed as an evidence of acceptance of any of these items by the Architect. The Owner shall have the privilege of such temporary and trial usage for such reasonable length of time as the Architect shall deem to be proper for making a complete and thorough test of these items. No claim for damage shall be made by the Contractor for the injury to or breaking of any parts of such Work which may be caused by weakness or inadequacy of structural parts or by defective material or workmanship related to these items. If the Contractor so elects, Contractor may, at Contractor's own expense, appoint and place a competent person or persons, satisfactory to the Architect, to make such trial usage, such trial being under the supervision of the Architect.

AN. MODIFICATION OF PARAGRAPH 13.6 INTEREST

1. Subparagraph 13.6.  
Amend this subparagraph to read as follows: Interest will be paid, if required by law, should any interest be due and payable by the Owner to the Contractor, any subcontractor or any other party on any of the sums payable by the Owner under this Contract, including, without limitation, the sums which the Owner is authorized to retain pursuant to the Contract Documents.

AO. MODIFICATION ADDING PARAGRAPH 13.8 NONDISCRIMINATION

1. Subparagraph 13.8.1  
Add a new subparagraph to read as follows: The Contractor shall maintain policies of employment as follows:

- a. The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, disability or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
- b. The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability or national origin.

AP. MODIFICATION ADDING PARAGRAPH 13.9 SUSPENSION BY COURT ORDER AGAINST THE OWNER

1. Subparagraph 13.9.1

Add a new subparagraph to read as follows: The Contractor shall suspend such part or parts of the Work pursuant to a court order issued against the Owner and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the Owner in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

AQ. MODIFICATION OF PARAGRAPH 14.1 TERMINATION BY THE CONTRACTOR

1. Subparagraphs 14.1.1. – 14.1.4

Delete these subparagraphs in their entirety.

AR. MODIFICATION ADDING PARAGRAPH 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

1. Subparagraph 14.4.1

Add a new subparagraph to read as follows: This Contract provides for Termination for Convenience. The Contract may be terminated by the Owner if the need for the completed project is obviated or the funds required to complete the project are no longer available or for other reasons related to the Owner's needs or convenience. Such action by the Owner may be taken after the schedule of notification specified in Subparagraph 14.2.2. The Owner shall be responsible to the Contractor for payments for all portions of the Work acceptably completed at the time of the notification, including payment of materials and equipment which have been purchased by the Contractor for incorporation into the Work. Under this termination, the Owner shall not be responsible to the Contractor for anticipated profits or other expenses of the project related to the future Work not to be performed.

2. Subparagraph 14.4.2

Add a new subparagraph to read as follows: If, after notice of termination of the employment of the Contractor pursuant to Subparagraph 14.2.2, it is determined for any reason that the Contractor was not in default of the Contract, or other specified reason for termination has been found to be invalid, the rights and obligations of the parties shall be the

same as if the notice of termination had been issued pursuant to Termination for Convenience as provided in Subparagraph 14.4.1. The Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly.

3. Subparagraph 14.4.3  
Delete this subparagraph in its entirety.

AS. MODIFICATION OF PARAGRAPH 15 CLAIMS AND DISPUTES

1. Subparagraph 15.1.4  
Add a new clause to read as follows: Any request for a change in the Work exceeding \$500.00 in value shall be submitted in the form of a lump sum proposal with an itemized breakdown of all increases or decreases in the cost of the Contractor's Work and all subcontractors' Work, in at least the following detail:
  - a. Material quantities and unit costs
  - b. Labor costs (identified with specific item of material to be placed or operation to be performed)
  - c. Construction equipment
  - d. Workmen's compensation and public liability insurance
  - e. Overhead
  - f. Profit
  - g. Employment taxes under FICA and FUTA

2. Subparagraph 4.3.7 Claims for Additional Time  
Amend this subparagraph in its entirety to read as follows: In addition to the requirements of §1.36 of NCTCOG Specifications, Part I, Division I "Delays; Extension of Time; Liquidated Damages."

The term "unforeseeable cause" shall mean:

1. An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the Work site, including access or egress thereto;
2. A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as supplied to City; or
3. An unanticipated strike involving the forces actually working on the project or involving the employees of those essential suppliers, but no other labor stoppage.

\*Contractor must set forth essential suppliers in writing within five (5) days of the Notice to Proceed.

No event shall be deemed an Unforeseeable Cause for the purposes of this Agreement unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

The notice shall, in writing, specify the Unforeseeable Cause(s) and the anticipated effect it will have on that Contractor's abilities to perform Contractor's obligations along with a plan to deal with the effects of such Unforeseeable Causes and proposed amendments to all affected schedules necessarily resulting there from.

No adjustment shall be made to the Contract price, and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this Section and/or Item 1.36.

Extensions for weather related delays will only be granted when those days exceed the following:

- January – 4
- February – 5
- March – 5
- April – 6
- May – 6
- June – 4
- July – 4
- August – 3
- September – 5
- October – 4
- November – 3
- December – 3

Claims for extension of time must be submitted within seven (7) days after the beginning of the delay, and shall be in whole- or half-day increments. No adjustment shall be made to the Contract Price for additional weather related delays. Time extensions will not be considered for weather days which occur on weekends and holidays, unless contractor is regularly working on these days.

- 3. Subparagraph 15.1.6  
Delete "Claims for Consequential Damages" in its entirety.

**AT MODIFICATION OF PARAGRAPH 15.2 INTIAL DECISION**

- 1. Subparagraph 15.2.1  
Amend this subparagraph in its entirety to read as follows: Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10 shall be referred to the Initial Decision Maker for the initial decision. The CM Agent will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. The parties agree to submit claims to the Initial Decision Maker, but an initial decision shall not be required as a condition precedent to mediation of any Claim arising prior to or after the date of final payment id due. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner or the Architect.
- 2. Subparagraphs 415.2.6 and 15.2.6.1  
Delete these subparagraphs in their entirety.

**AU. MODIFICATION OF PARAGRAPH 15.3 MEDIATION**

1. Paragraph 15.3  
Delete this paragraph in its entirety.

AV. MODIFICATION OF PARAGRAPH 15.4 ARBITRATION

1. Paragraph 15.4  
Delete this paragraph in its entirety.

AW. MODIFICATION ADDING PARAGRAPH 15 PREVAILING WAGE RATES

15. Contractor and subcontractors shall comply with Government Code Chapter 2258, as amended, in performing this project. In accordance with Government Code Chapter 2258, as amended, the prevailing wage rates as set forth in the Contract Documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in the schedule of prevailing wage rates, which is incorporated herein for all purposes. The Owner may require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the Contract Documents prior to acceptance of the project or at any time during or after completion of the Contract.

The Owner reserves the right to conduct interviews with the Contractor's and subcontractors' employees to insure compliance with Government Code Chapter 2258, as amended and with all applicable local, state and federal laws. Upon written request by Owner, the General Contractor shall be responsible for submitting payroll information to the Owner for all employees performing work on the project, whether employed by the General Contractor or a subcontractor. Each submittal shall be certified by the General Contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of Government Code Chapter 2258, as amended, is liable for a penalty. That Contractor or subcontractor shall pay to the Owner Sixty and 00/100 Dollars (\$60.00) for each laborer, worker, or mechanic employed for each calendar day, or portion thereof, that such laborer, worker, or mechanic is paid less than the prevailing wage rates specified herein for Work done under this Contract. Nothing herein shall preclude the Contractor or subcontractor from paying higher wages than specified herein.

A Contractor or subcontractor violating a requirement of this Paragraph may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.

END OF SECTION 00 80 00

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# Exhibit B – Specifications Index

Killeen Community Center Renovation Specifications dated July 1, 2015

## **BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT**

00 01 00	ADVERTISEMENT FOR BIDS
00 08 00	NOTICE TO BIDDERS
00 09 00	BID FORM
00 10 00	INSTRUCTION TO BIDDERS
00 11 00	PERFORMANCE BOND
00 12 00	PAYMENT BOND
00 22 00	SOILS INVESTIGATION DATA
00 60 00	CONTRACT FOR CONSTRUCTION
00 60 20	INSURANCE REQUIREMENTS
00 70 00	GENERAL CONDITIONS (AIA 201-2007)
00 80 00	SUPPLEMENTARY CONDITIONS

## **DIVISION 1 - GENERAL REQUIREMENTS**

01 10 00	SUMMARY OF THE WORK
01 21 00	ALLOWANCES
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 25 00	CONTRACT MODIFICATIONS
01 29 00	PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT & COORDINATION
01 32 00	PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES & CONTROLS
01 60 00	PRODUCT REQUIREMENTS
01 70 00	EXECUTION REQUIREMENTS
01 73 29	CUTTING AND PATCHING
01 77 00	CLOSEOUT PROCEDURES
01 78 10	RECORD REQUIREMENTS
01 78 20	O&M MANUALS

## **TECHNICAL SPECIFICATIONS LIST**

### **DIVISION 2 - SITEWORK**

02 41 16	BUILDING DEMOLITION
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### **DIVISION 3 - CONCRETE**

03 30 00	CAST IN PLACE CONCRETE
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### **DIVISION 5 - METALS**

05 12 00 STRUCTURAL STEEL FRAMING  
05 50 00 METAL FABRICATIONS

**DIVISION 6 - WOOD AND PLASTIC**

06 20 00 FINISH CARPENTRY  
06 40 00 ARCHITECTURAL WOODWORK

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07 21 00 THERMAL INSULATION  
07 21 05 SPRAYED FOAM INSULATION  
07 41 13 METAL ROOF PANELS  
07 62 00 SHEET METAL FLASHING AND TRIM  
07 92 00 JOINT SEALANTS

**DIVISION 8 - DOORS AND WINDOWS**

08 11 00 METAL FRAMES  
08 14 00 WOOD DOORS  
08 33 00 OVERHEAD COILING SERVICE DOORS  
08 33 33 SECURITY GRILLES  
08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS  
08 71 00 FINISH HARDWARE  
08 81 00 GLASS AND GLAZING

**DIVISION 9 - FINISHES**

09 21 16 GYPSUM BOARD ASSEMBLIES ON METAL FRAMING  
09 30 13 CERAMIC TILE  
09 50 13 ACOUSTICAL PANEL CEILINGS  
09 62 50 INDOOR ATHLETIC FLOORING  
09 68 00 CARPETING  
09 90 00 PAINTS AND COATINGS  
09 93 00 CONCRETE STAINING

**DIVISION 10 - SPECIALTIES**

10 14 00 INTERIOR SIGNAGE  
10 16 50 PLASTIC LAMINATE TOILET COMPARTMENTS  
10 51 13 METAL LOCKERS  
10 80 00 TOILET & BATH ACCESSORIES

**DIVISION 11 - EQUIPMENT**

11 66 23 GYMNASIUM EQUIPMENT

**DIVISION 22 PLUMBING**

22 00 00 Plumbing General Provisions  
22 11 16 Domestic Water Piping and Appurtenances  
22 13 16 Soil, Waste and Sanitary Drain Piping, Vent Piping and Appurtenances  
22 13 19.13 Drains, Hydrants, Cleanouts and Appurtenances  
22 42 00 Plumbing Fixtures

**DIVISION 23 - MECHANICAL**

23 00 00	Mechanical General Provisions
23 05 29	Equipment Support
23 07 00	Insulation - General
23 07 13	External Duct Insulation
23 07 19.01	Low Temperature Piping Insulation
23 07 19.02	High Temperature Piping Insulation
23 08 00	Air Balance
23 21 13.02	Piping and Piping Appurtenances for Cold Water Makeup and Equipment Drains
23 23 00	Refrigerant Piping and Appurtenances
23 30 00	Ductwork
23 33 00	Air Devices
23 33 33	Access Doors
23 34 00	Fans
23 74 00	100% O.A. Packaged Rooftop Air Conditioners
23 81 26.A	Mini-Split Systems and Flex-Multi Systems

**DIVISION 26 - ELECTRICAL**

26 05 00	Electrical General Provisions
26 05 01	Selective Demolition
26 05 05	Electrical Service
26 05 19	600 Volt Insulated Conductors
26 05 20	Electrical Boxes
26 05 26	Grounding and Bonding
26 05 29	Electrical Hangers and Supports
26 05 43	Raceways
26 05 53	Electrical Identification
26 05 73	Electrical System Studies
26 09 25	Lighting Relay Control System
26 22 00	Dry-Type Transformers- 600 Volt and Below
26 24 13	Switchboards – 600 Volt and Below
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 13	Fuses 600 Volt and Below
26 28 16	Enclosed Switches and Circuit Breakers
26 51 13	Lighting Fixtures and Lamps
26 60 05	Electrical Testing – 600 Volt and Below

# Exhibit C – Drawing Index

Killeen Community Center Renovation Drawings dated July 1, 2015

13030-D	DRAINAGE
12956-D	EXISTING SURVEY
A1.0	DEMOLITION SITE PLAN
A1.1	SITE PLAN
A2.0	DEMOLITION PLAN
A3.0	FLOOR PLAN
A4.0	SECTIONS & DETAILS
A5.0	BUILDING ELEVATIONS
A6.0	ENTRY CANOPY - ALTERNATE #5
A7.0	ENLARGED PLANS
A8.0	INTERIOR ELEVATIONS & DETAILS
A8.1	INTERIOR ELEVATIONS & DETAILS
A9.0	REFLECTED CEILING PLAN & DETAILS
A10.0	WINDOW ELEVATIONS
A11.0	DOOR SCHEDULES
A11.1	ROOM SCHEDULE
A12.0	CODE
TAS	ACCESSIBLE STANDARDS
S1.0	CANOPY FRAMING PLAN
S2.0	FRAMING PLANS
M1-0	SCHEDULES
M1-1	SCHEDULES
M2-1	FIRST LEVEL DEMOLITION
M2-2	SECOND LEVEL/ROOF DEMOLITION
M3-1	FIRST LEVEL HVAC
M3-2	SECOND LEVEL/ROOF HVAC
M4-1	MECHANICAL DETAILS
M4-2	MECHANICAL DETAILS
M4-3	MECHANICAL DETAILS
E0.0	ELECTRICAL SYMBOLS
E0.1	ELECTRICAL GENERAL NOTES
E1.1	DEMOLITION POWER PLAN
E1.2	DEMOLITION LIGHTING PLAN
E2.1	POWER PLAN
E2.2	POWER PLAN - MECH. EQUIPMENT
E2.3	LIGHTING PLAN
E4.1	ELECTRICAL DETAILS
E4.2	ELECTRICAL DETAILS

E5.1	ELECTRICAL ONE-LINE DIAGRAMS
E6.1	ELECTRICAL SCHEDULES
E6.2	ELECTRICAL SCHEDULES
E6.3	ELECTRICAL SCHEDULES
E6.4	ELECTRICAL SCHEDULES
P1-0	PLUMBING SYMBOLS/LEGEND
P2-0	UNDERFLOOR PLUMBING DEMOLITION
P2-1	PLUMBING DEMOLITION PLAN
P3-0	UNDERFLOOR PLUMBING PLAN
P3-1	PLUMBING PLAN
P4-1	ENLARGED PLUMBING PLANS
P4-2	ENLARGED PLUMBING PLANS
P5-1	DETAILS
P5-2	DETAILS
P5-3	DETAILS



**ADDENDUM NO. 1 for BID 15-27**

Today's Date: August 19, 2015

**KILLEEN COMMUNITY CENTER RENOVATION  
BID CLOSING DATE: August 25, 2015 @ 11:00 a.m.**

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The following questions were received. Answers are in *italic*.

This addendum forms a part of the contract and clarifies, corrects or modifies the original contract drawings and project manual dated 7.01.15

Acknowledge receipt of this addendum in space provided on the bid form. Failure to do so may subject bidder to disqualification.

This addendum consists of:

**I. Response to questions from the pre-bid meeting:**

**A.** Some of the rooms in the room finish schedule show the wall finish as existing, do we paint those walls?

*Response: Do not paint those rooms, the finish is existing to remain.*

**B.** Do we paint the interior exposed brick?

*Response: No, do not paint the brick. But do paint exposed CMU.*

**C.** Do we paint the exposed structure in Gym (#137)?

*Response: No, do not paint the structure in Gym (#137).*

**D.** Are we responsible for removing the ceiling grid & lights?

*Response: Yes, the ceiling tiles & insulation will be removed but the contractor is responsible for the demolition of all the ceiling grids and lights.*

**E.** Is there an existing fire alarm system?

*Response: No, there is not an existing system. The contractor is responsible for providing a new design/build fire alarm system (see sheets E0.1 & E2.1).*

**F.** Should we protect the existing floors to remain?

*Response: Yes, the contractor is responsible for protecting the existing floors during construction. The contractor is also responsible for documenting the condition of the floors prior to construction.*

**G.** Where will the bid opening be held?

*Response: Bid opening will be in the Council Chambers, First Floor, 101 N. College St, Killeen, Tx. 76541*

**II. Response to questions from contractors after the pre-bid meeting:**

**A.** Is there a mechanical and plumbing specification section?

*Response: Yes, Divisions 22 (plumbing) & 23 (mechanical) are in the Project Manual. The*

*plumbing and mechanical table of contents is on the page following architectural table of contents. The electrical table of contents is on the following page.*

**B.** Is there a plumbing fixture schedule showing type and manufacturer?

**Response:** *No, there is not a plumbing fixture schedule in the plumbing drawings. That information can be found in the plumbing specifications, section 22 42 00.*

**C.** Drawings call for batt insulation in ceiling; can spray foam closed cell be substituted for the roof decks only?

**Response:** *Yes, foam can be substituted for the batt insulation.*

**D.** Is there a crawl space under the building?

**Response:** *No, the existing 4" slab sits on 4" of compacted gravel fill.*

**E.** Is the batt insulation at roof deck secured by wire mesh ?

**Response:** *Insulation at roof deck and where required at walls will be secured by wire mesh.*

**F.** At the prebid, it was stated that landscaping is by the owner. Will the bid documents be changed to reflect this?

**Response:** *See notes on A1.0 and A1.1 stating landscaping is by the owner.*

**G.** The spray insulation scope is vague. Can you give me an idea of square foot amount?

**Response:** *See sheet A5.0 for wall areas to get spray insulation.*

**H.** Is the removal of clearstory windows an alternate?

**Response:** *See list of alternates below*

**I.** What is the scope of canopy repair in the base bid?

**Response:** *See list of alternates below*

### **III. Revisions to the Project Manual:**

**A.** Section 01 23 00 Alternates:

In order to clarify the alternates replace section 01 23 00.3.1 Schedule of Alternates with the following:

- A. Alternate No. 1 – New east door #100C, new sidewalk and accessible parking to the east. Do not provide west accessible parking and accessible path to west entry.
- B. Alternate No. 2 – Demolition of existing floor. New sport court and 4" rubber base in Gym 137.
- C. Alternate No. 3 – Demolition of existing floor. New (3) three color VCT and 4" rubber base in Room 150.
- D. Alternate No. 4 – Provide R-20 close cell spray-on insulation at existing exterior stucco walls. **Base bid is to include R-16 Batt insulation at existing exterior stucco walls.**
- E. Alternate No. 5 – New Canopy, lighting, bollards at south entry. Refer to contract documents. Base bid to include repairing existing canopy, clipping exposed screws at underside of canopy, and repainting all metal with epoxy paint.
- F. Alternate No. 6 – New wall and overhead door between Room 150 and Gym 137. Remove the floor track of the existing partition door. The sliding coiling door to remain in the coiled position. Patch floor at the removed track. Refer to contract documents.
- G. Alternate No. 7 – New coiling security grilles at Reception 115. Refer to contract documents.

- H. Alternate No. 8 – Delete new stucco wall infill at clearstory windows in Rooms 150 and 137. Provide new 2x6 stud walls (with R-16 insulation and MDF interior finish) from the top of the clearstory windows to the bottom of the steel beams in Room #137.
- I. Alternate No. 9 – Existing doors to remain at doors #s 104B, 105A, 106, 110, 112A, 113B, 114A, 118A, 118B, 126B, 137A, 143A, 143B, & 150C. Repair the veneer, sand, and refinish the doors. They are also to get new hardware as specified.

**B. Section 08 14 13 Aluminum-Framed Entrances & Storefronts:**

In order to meet the 2012 Texas Accessible Standards, replace section 08 14 13.2.4.A with the following:

The door stile and rail dimensions of the entrance doors will be as follows:

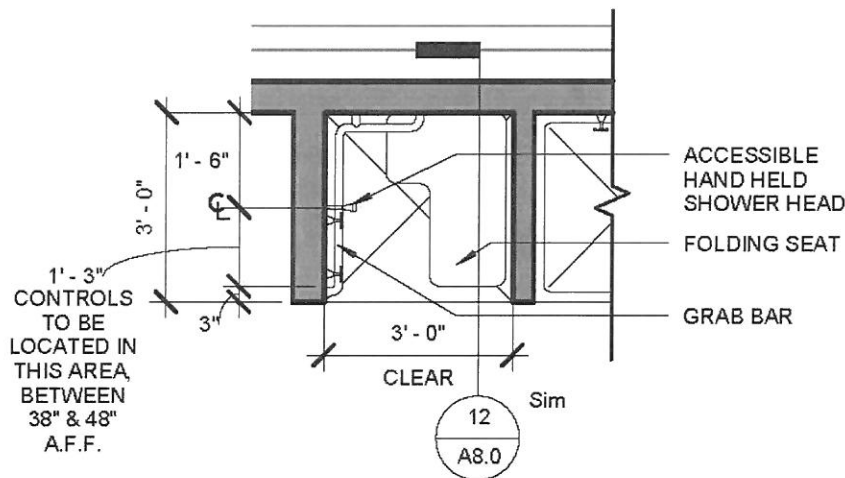
Door	Vertical Stile	Top Rail	Bottom Rail
190	2-1/8"	2-1/4"	10"

**IV. Revisions to Architectural Drawings:**

A. At the accessible showers (SH-2), provide the adjustable hand held shower heads described in project manual section 22 42 00.2.5.G.2 in lieu of the two shower heads (upper & lower) shown in the shower elevations 12/A8.0, 13/A8.0, & 5/A8.1.

**V. Revisions to Plumbing Drawings:**

A. At the accessible showers (SH-2), provide the shower head and controls on the side wall (as shown below) in lieu of the back wall as shown in drawing 1/P4-1.



**Attachments:**

- Approved product substitution for gym floor, lockers and gym equipment.

Please acknowledge receipt of Addendum No. 1 by signing below and returning to the Purchasing Office.

  
Karlene Jessie  
Purchasing Manager

Acknowledgement:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_