SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

NOTICE TO OFFERORS

ADDENDUM TO REQUEST FOR COMPETITIVE SEALED PROPOSAL

ADDENDUM NO. 4

TODAY'S DATE:	July 22, 2009
PROJECT:	Science 4x4 SBISD Project No. Y04P03, SBISD Proposal No. 8909P
PROPOSAL DATE & TIME:	July 28, 2009 2:00 PM
ARCHITECT/ ENGINEER	Bay Architects

NOTICE TO ALL OFFERORS

This Addendum forms a part of the Contract Documents and modifies the original Specifications and Drawings, issued for Spring Branch Independent School District on June 29, 2009 noted hereinafter.

Careful note of this Addendum shall be taken by all parties of interest so that proper allowance is made in all computations, estimates and Contracts and so that all trades affected are fully advised in the performance of work that will be required by them.

This Addendum supersedes all previous Drawings, Specifications and Instructions pertaining to these items.

The proposers shall acknowledge receipt of this Addendum in writing.

Terry Bell,
Director of Planning and Construction

Bay Architects

18201 Gulf Freeway
Post Office Box 891209
Houston, Texas 77289
Tel 281.286.6605
Fax 281.286.9606

REGISTERED ARCHITECT
KENNETH H. SCHNEIDER
21321
STATE OF TEXAS
22-Jul-09

ADDENDUM NO. 04
July 22, 2009

PART A: GENERAL INFORMATION

01. Changes in Instructions to Offerors and Contract Documents
    a. **It is imperative that all Offerors carefully review changes that affect the terms of the contract:**
        i. The Completion Time in the Instructions to Offerors has been explicitly defined. See item 04 below.
        ii. The AIA contract in force has changed from the 1997 Edition to the 2007 Edition. See item 05 below.
        iii. The General Conditions of the Contract have changed from the 1997 Edition to the 2007 Edition. See items 06 and 07 below.
        iv. The Supplementary Conditions have been changed to correspond to the 2007 version of the General Conditions. See item 08 below.
        v. A "Bonus" clause has been added to the Supplementary Conditions. Refer to section 8.2.4 in the revised Supplementary Conditions.

PART B: CHANGES TO PRIOR ADDENDA

02. None

PART C: CHANGES TO THE PROJECT MANUAL

03. Table of Contents
    a. Delete entry for section 00840 Insurance and Bond Requirements for Contractors
    b. Add entry for section 17780 – Security Alarm System
    c. Add entry for section 17790 – CCTV Surveillance System

04. Section 00100 – Instructions to Offerors
    a. Revise article 1.13 COMPLETION TIME, paragraph A to read as follows:
    A. The Owner has a critical need for the work to begin upon Notice to Proceed and be Substantially Complete at the various campuses as defined below:

Campus	Substantial Completion Date
Spring Woods High School	*June 1, 2010*
Northbrook High School	*August 14, 2010*
Stratford High School	*August 14, 2010*
Westchester Academy of International Studies	*August 14, 2010*
Spring Branch School of Choice (Alternate #1)	*August 14, 2010*

05. Section 00500 – Contract Documents
    a. Revise article I.A to refer to the 2007 Edition of the AIA Document A1001 "Standard Form of Agreement Between Owner and Contractor" in lieu of the 1997 Edition.
    b. Revise article II.B to refer to the 2007 Edition of the General Conditions of the Contract for Construction, AIA Document A201 in lieu of 1997 Edition.

06. Section 00700 – General Conditions Cover page
    a. The Change the AIA document from A201-1997 to A201-2007.

07. General Conditions of the Contract for Construction, AIA A201
    a. The project will use the 2007 edition of the AIA A201 contract. Replace the 1997 edition included in the original manual with the copy of the 2007 edition included as a separate attachment to the addendum.

08. 00800 – Supplementary Conditions
    a. Replace this section in its entirety. The replacement section corresponds to the 2007 version of the General Conditions of the Contract.

09. Section 15920 – Automated Temperature Controls
    a. Paragraph 2.03, Add E: Provide revenue grade Shark meter for Spring Woods Science Building service feeder to monitor phase voltage, phase amps, KW, KVA and power factor. Display data available from the meter and calculate and trend total building KVA and KWH.

10. Section 16050 - General Electrical
    a. Paragraph 1.22 D.: Add: Properly secure all existing conduit and low voltage wiring to structure once ceiling is removed.

11. Section 17780 – Security Alarm System
    a. Add new section. See attachment

12. Section 17790 – CCTV Surveillance System
    a. Add new section. See attachment

PART D: CHANGES TO THE DRAWINGS

13. Northbrook High School:
    a. Sheet E1.0-nb:
        i. Science Classrooms A312 & A314: Coordinate location for white board with SBISD technical people during construction phase prior to rough-in receptacle, data and "VA" outlets.
        ii. Prep A321: Add new 120V circuit LS-37 & receptacle adjacent to the sink for ice maker. General contractor shall coordinate power requirement with ice maker supplier and electrical contractor. Also, revise mounting height for one receptacle on east wall from +42"AFF to +18"AFF.
        iii. I.P.C Science & Chemistry A303: Remove, relocate and reinstall light fixtures near the fume hoods as required to install the fume hoods.
    b. Sheet E2.0-nb:
        i. Panel LS: On circuit LS-37, add 3-10, 1"C to serve ice machine.

14. <u>Spring Woods High School</u>:
    a. Sheet E1.0-sw:
        i. General: Ref. Mechanical Drawing M1.0-sw for exact location of exhaust fan prior to rough-in.
        ii. Science Classrooms A101, A107 & A103: Coordinate location for white board with SBISD technical people during construction phase prior to rough-in receptacle, data and "VA" outlets.
        iii. Mech. A104: Starter for AHU shall be VFD type (supplied by mechanical contractor, installed by electrical contractor).
        iv. Prep A102: Relocate refrigerator outlet on circuit LS-52 to wall near column B3, see Drawing A2.01-sw for location of refrigerator. Also, add three duplex receptacles and two quad receptacles per Architectural Detail 6/A3.03. Wire one quad receptacle to circuit LS-60. Wire another quad receptacle to circuit LS-62. Wire all three duplex receptacles to circuit LS-56.
        v. Prep A102: Delete two type A light fixtures. Revise light fixture layout per Architectural A6.01-sw reflected ceiling plan.
        vi. Canopy: Add four more type D canopy light fixtures for canopy extended to existing school. Revise layout of all type D/DX canopy light fixture per Architectural A6.01-sw reflected ceiling plan.
        vii. Add security system floor plan. See attached Drawing ADD04-E1-SW. New security devices and cameras shall match existing school security devices and cameras.
    b. Sheet E2.0-sw:
        i. Panel LS, circuit LS-28: Revise wire size from 3-12 to 3-10.
        ii. Panel LS, circuit LS-60: Add 3-12, 3/4"C to serve Quad Receptacle.
        iii. Panel LS, circuit LS-62: Add 3-12, 3/4"C to serve Quad Receptacle.
    c. Sheet P1.1-sw:
        i. Revise storm sewer routing per attached drawing ADD2-SKP-01 and ADD2-SKP-02.
        ii. Revise plumbing floor plan to show water, gas and sanitary piping extended to fume hood on south wall of classroom A107 per attached drawing ADD2-SKP-02.

15. <u>Stratford High School</u>:
    a. Sheet E1.0-st:
        i. Classroom 351, Librarian 356, Exist Headend Room, Exist Copy 354, Exist Teacher Computer Lab 358: Existing west walls to be replaced with new. Replace, reinstall and reconnect all existing electrical outlets and devices on west walls. Contractor shall take pictures and trace all existing circuits prior to removing existing wall. Temporary relocate video headend equipment as required.
        ii. Science 357 and Aquatics 335: Coordinate location for white board with SBISD technical people during construction phase prior to rough-in receptacle, data and "VA" outlets. Also, coordinate location of receptacles for goggle cabinet prior to rough-in and relocate as required.
        iii. Science 357: Delete circuit LSA-27 and associated J-box, switch and EF-A8 (Fume deleted at the location).
        iv. TAKS Storage 360: Relocate wall mounted motion sensor near the door.
        v. Vest 357A: Add fire alarm visual strobe and smoke detector.
    b. Sheet E2.0-st:
        i. Panel LSA, circuit LSA-27: Circuit becomes spare.
    c. Sheet P1.1-st:
        i. Revise floor plan at SK-2 in Aquatics 335 and Prep 335A to show floor sink removed. Extend 2" sanitary line to SK-2 and provide 2" sanitary and vent in the wall behind the fixture and 2" P-trap to drain body connection. See updated schedule for SK-2 in this addendum.

d. Sheet P2.0-st:
    i. Revise Plumbing Fixture Schedule mark SK-2 such that connection sizes are 2" sanitary and vent and 3/4" CW/HW. Description shall be revised as follows:
    DEEP LAB SINK - SINK AND DRAIN PROVIDED BY OTHERS AND INSTALLED BY PLUMBING CONTRACTOR (REFERENCE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS). PROVIDE/INSTALL CHROME PLATED, 17-GAUGE CAST BRASS P-TRAP WITH CLEANOUT PLUG; FAUCET SHALL BE A PRE-RINSE UNIT WITH DOUBLE PANTRY FAUCET, LEVER HANDLES. 12" SWIVEL NOZZLE, STREAM REGULATOR OUTLET AND WALL FLANGES. T&S BRASS MODEL B-0175; INSTALL SYMMONS THERMIXER 5-120-CKX MIXING VALVE ABOVE CEILING FOR HW SUPPLY SIDE OF FAUCET PER DETAIL 2/P2.0-ST.

16. Westchester Academy for International Studies:
    a. Sheet E1.0-we:
        i. Science A330: Add "VA" outlets and 1 data for projector. Provide "VA" cabling and connections from teacher station to projector.
        ii. Prep E217: Two new twin head emergency light fixtures added shall be type "TH". Also, rotate one 2x4 fixture as shown on Architectural Reflected ceiling plan A4.01-we. Lastly, replace exist switch with two new 3-way switches as shown on plan.
        iii. Prep E217: Add new 120V circuit LL6-34 and receptacle for ice maker. See Sheet A2.01-we for location of ice machine.
        iv. Science E214 and E229: Coordinate location for white board with SBISD technical people during construction phase prior to rough-in receptacle, data and "VA" outlets.
        v. Science E214: Relocate +60"AFF GFI receptacle on north wall adjacent to goggle cabinet. Also, coordinate location of student lab table and casework receptacles. Lastly, delete the +60"AFF GFI receptacle near the fume hood.
        vi. Science E229: Coordinate location of student lab table and casework receptacles. Also, delete the +60"AFF GFI receptacle near the fume hood.
    b. Sheet E2.0-we:
        i. Panel LL6: On circuit LL6-34, add 3-10, 1"C to serve ice machine.

17. School of Choice High School:
    a. Sheet A2.01-sc:
        i. Add detail 3 - FUME HOOD ELECTRICAL, per attached sketch ASK-ADD4.01.
        ii. Add detail 4 – FUME HOOD MECHANICAL, per attached sketch ASK-ADD4.02.
        iii. Add detail 5 – EXHAUST SCHEDULE, per attached sketch ASK-ADD4.03.

PART E: RE-ISSUED DRAWING SHEETS

18. None

PART F: NEW DRAWINGS

19. None

END OF ADDENDUM

SUPPLEMENTARY CONDITIONS
TO THE AIA DOCUMENT
A201-2007 GENERAL CONDITIONS
Owner: Spring Branch Independent School District
July 22, 2009

ARTICLE 1
GENERAL PROVISION

§ 1.1 BASIC DEFINITIONS

Delete the text of Section 1.1.1 in its entirety and substitute the following:

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Labor and Material Payment Bond, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to propose, Instructions to Proposers, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's Proposal or portions of Addenda relating to proposal requirements).

To the extent any provision in the Supplementary Conditions to these AIA Document A201-2007 General Conditions, issued by Owner, conflicts with any provision in the Supplementary Conditions issued by the Architect; the Supplementary Conditions to these AIA Document A201-2007 General Conditions issued by Owner shall control.

1.1.9 CONTRACT TIME

The number of consecutive calendar days required to perform the Work calculated from the date of authorization to proceed until Substantial Completion.

1.1.10 CONTRACTOR

Contractor, who has executed an agreement with the Owner for construction of all or a designated part of the work.

1.1.11 DAY

A Calendar day beginning and ending at 12:00 midnight

The following days are referenced in the documents:

1. Calendar Days: The days of the Gregorian calendar. The Contract Time is established in Calendar Days and extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.
2. Holidays: The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
3. Regular Work Days: As defined in Paragraph 8.1.5 of this document. Premium time, if any, shall be included in the Base Proposal. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved; will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).
4. Anticipated Delay Days: An allowance of Regular Work Days, established as probable days lost due to weather or any other causes beyond the Contractor's Control as stated in 8.3.1 of the General Conditions; the said allowance of days shall be incorporated into the critical path of the Contractor's schedule as described in Paragraph 8.3.6 of this document.
5. Weather Days: Regular Work Days when rain, flooding, snow, unusually high winds, excessively wet grounds, or similar circumstances prevent progress on critical path activities of the Work. (6) Six hours must be lost in a given day for the day to be granted. Weather days will only be granted if critical path items are affected.
6. Net Weather Days: Anticipated Delay Days included in the allowance less Actual Delay Days expended.

1.1.12 ARCHITECT APPROVED; ACCEPTABLE; APPROVED; REQUIRED; DIRECTED; INSTRUCTED

Opinions and interpretations of the Contract Documents by the Architect are limited in authority and responsibility as defined in the General Conditions.

1.1.13 EQUAL; APPROVED EQUAL

The terms "equal" and "approved equal" relate to the substitution of materials, products or systems approved in writing by the Architect.

1.1.14 FINAL COMPLETION

The date when Work for the Contract Documents is accepted and the Contract fully performed.

1.1.15 MANUFACTURERS; MATERIAL SUPPLIERS

The person or company responsible for material performance, availability and delivery to the site of the Work.

1.1.16 NOT-IN-CONTRACT; NIC

Work not included in this Contract.

1.1.17 OCCURRENCE (Defined as follows for insurance purposes*):*

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

1.1.18 PROVIDE

To furnish all necessary labor, materials, equipment, accessories, transportation, and services as necessary to complete the installation and install the referenced materials and accessories. Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

1.1.19 WORK (THE); CONTRACT WORK, JOB; PROJECT

Includes everything shown, mentioned, or reasonably inferable as being necessary to produce the intended results. Omitted portions are specifically marked "Not in Contract", "NIC", "By Others", "By Owner", or "Existing".

1.4 INTERPRETATION

Add the following Subparagraphs:

1.4.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.

5. Drawings and Project Manual.

1.4.2.1 In the case of an inconsistency between the Drawings and the Project Manual, or within either, discovered prior to Proposal Time but too late to be clarified by an addendum, the better quality or greater quantity of work shall be included in the Proposal. Clarification of the inconsistency will be accomplished with the Contractor after award of contract and, if necessary, an appropriate reduction in the Contract will be accomplished by Change Order. Existing conditions take precedence over the Drawings and the Project Manual for dimensions.

1.4.2.2 In the case of an inconsistency between the Drawings and the Project Manual, or within either, after the award of contract, the Contractor will be responsible for having included the greater value of work in his proposal and no increase in the Contract will be allowed. After clarification with the Contractor, an appropriate reduction in the Contract will be accomplished with a Change Order, if necessary.

1.4.2.3 The Drawings and Specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the proposals on the most expensive combination of quality and quantity of work indicated. The appropriate method of performing the Work, in the event of the above-mentioned disagreements, will be made by the Architect.

Add the following Paragraphs and Subparagraphs:

1.7 OPTIONAL MATERIALS, BRANDS AND PROCESSES

1.7.1 When more than one is specified for a particular item of work, the choice shall be the Contractor's. The final selection of color and pattern shall be made from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, only products of those named manufacturers are acceptable. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be provided by the manufacturer as required for the proper functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable; however, indicated and specified performance and material equipment of a minimum, and will be required in addition to standard accessories. The Architect reserves the right to determine the equivalency of equipment and materials that deviate from any of the indicated and specified requirements.

1.8 REFERENCE STANDARDS

Reference standards, building codes, manufacturer's instructions and guarantees that are made a part of the requirements shall apply in full, except for the following portions:

1.8.1 Less stringent requirements than those given in the Contract Documents. Requirements of public authorities apply as minimum requirements only. They shall not supersede more stringent requirements given elsewhere in the Contract Documents.

1.8.2 Exclusions, limitations or waivers those are inconsistent with the Contract Documents.

1.9 CURRENT EDITIONS

1.9.1 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other reference documents, the current edition shall apply whether or not proper edition is specified. When a newer edition becomes effective during the execution of a Contract, the edition which was current when the Contract Documents were issued shall apply.

ARTICLE 2
OWNER

§ 2.1 GENERAL

Delete the text of Section 2.1.1 in its entirety and substitute the following:

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. All parties understand that only the Board of Trustees for the Owner acting as a body corporate has the authority to bind the Owner with respect to all matters requiring the Board's approval under current policy of the Board of Trustees for the Owner, including, but not limited to, Change Orders, Except as otherwise provided in Section 4.2.1, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

Delete Section 2.1.2 in its entirety.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

After the first sentence of Section 2.2.1, delete the remainder of Section 2.2.1 in its entirety.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete the text of Section 2.4 in its entirety and substitute the following:

> "If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails, after receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including the Owner's expenses and

compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days of receipt of written notice from the Owner therefore."

2.4.1 The Owner may make emergency repairs to the Work during the guarantee period to prevent further damages. The Contractor shall pay for such repairs when necessitated by defects in the Contractor's work.

2.5 OWNER'S RIGHT TO OCCUPY THE PROJECT

2.5.1 The Owner shall have the right to occupy or use, without prejudice to the right of either party, any completed or largely completed portions of the Work; notwithstanding the time for completing the entire Work or such portions may not have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents.

2.5.2 If such prior use delays the completion of the Project, the Contractor shall be entitled to extension of time, which claim shall be in writing with supporting data attached.

2.5.3 Refer to Article 11 – Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

ARTICLE 3

CONTRACTOR

§ 3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

Delete the last sentence of Section 3.3.1 in its entirety and substitute the following:

"If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures, but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law."

3.1.2 GENERAL

Add the following Subparagraphs:

3.1.4 Notification of Criminal History of Contractor - Texas Education Code Subchapter B., Section 44.034.

3.1.4.1 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.

3.1.4.2 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 Clause 3.1.4.1 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.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraphs:

3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

3.2.6 The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's superintendent's personal inspection of the Work and his determination that the Work complies with the Contract Documents. The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate their understanding of the Contract Documents to the Architect and to allow the Subcontractors to ask for any interpretation they may require.

3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Subparagraphs 3.2.5, 3.2.6 and 3.12.1 thru 3.12.12 before additional services are performed by the Architect.

3.2.8 If the Contractor has knowledge that any of the materials, products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily

perform the Work or to honor his Warranty, then he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate modification.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Subparagraphs:

3.3.4. Add the following paragraph:

The Contractor expressly recognizes that the Architect does not owe him any duty to supervise or direct his work as to protect the Contractor from the consequences of his own acts or omissions.

§ 3.4 LABOR AND MATERIALS

Add the following paragraphs 3.4.1.1, 3.4.2.1 and 3.4.3.2

3.4.1.1 The Contractor shall certify in writing that no materials used in the work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under Section 01700, Contract Closeout.

3.4.2.1 No request for the substitution of products in place of those specified shall be considered after the Contract has been executed.

3.4.3.1 Smoking and chewing of tobacco products is prohibited.

Add the following Section 3.4.4:

§ 3.4.4 The Contractor shall disclose the existence and extent of any financial interests, whether direct or indirect, such Contractor may have in any Subcontractor or material supplier which the Contractor may propose for this Project.

§ 3.5 WARRANTY

Delete the text of Section 3.5 in its entirety and substitute the following:

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these

requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect cause by abuse, material alteration to the Work not executed by the Contractor, insufficient maintenance or maintenance not in compliance with written instructions therefor, operation not in compliance with written instructions therefor, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Add the following Sections:

§ 3.5.2 In the event of failure in the Work, including a specified product, whether during construction, or the contractual warranty period (which shall be one [1] year from the Date of Substantial Completion, except where a longer period is specified), the Contractor shall take prompt and appropriate measures to assure correction or replacement of the defective Work or any portion thereof, including manufactured products, whether notified by the Owner or the Architect. Upon correction of warranty items, the Contractor shall provide the Owner and Architect with written notification of said correction. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 3.5.2.1 The Contractual Warranty Period for this Project is one (1) year from the date of Substantial Completion, except for any extended warranties as specified within the Contract Documents. Items of Work not completed until after the deadline for Substantial Completion shall have their warranties (general and any extended warranty periods) extended by the period of time between the deadline for Substantial Completion and the actual completion of the Work. Such warranties shall be submitted to the Owner in writing, documenting such time extensions. This warranty period shall not restrict or modify extended warranties called for or provided on systems, equipment or other specific portions of the Work.

§ 3.5.3 The Contractor shall accompany the Owner and Architect for a complete reinspection of the Project approximately eleven (11) months after the Date of Substantial Completion and shall promptly complete any observed or reported deficiencies in the Work, including any uncompleted Punch List items or outstanding and incomplete warranty items. The Contractor shall provide written notification to the Owner and Architect when said Punch List items and/or deficiencies have been corrected. This obligation shall survive acceptance of the Work under the Construction Contract.

3.5.4 Appropriately 6 and 11 months after Substantial Completion, the Contractor shall accompany the Owner and Architect on a complete re-inspection of the Project and shall be responsible for correcting of any additional deficiencies observed or reported.

§ 3.6 TAXES

Delete the text of Section 3.6 in its entirety and substitute the following:

> "The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental or lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner."

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Add the following Section 3.7.1.1:

§ 3.7.1.1 The Contractor shall pay directly all temporary utility charges, utility district/company inspection fees, temporary tap charges, and temporary water meter charges and any other similar fees assessed by jurisdictional authority having control over this Project.

Add the following Section 3.7.6:

§ 3.7.6 The Contractor shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Contractor shall be supplied by the Owner, and must be supplemented by the Contractor as required by law, or as requested by the Owner.

§ 3.8 ALLOWANCES

Delete the text of Section 3.8.1 in its entirety and substitute the following:

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead and profit. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct and approve in writing.

§ 3.9 SUPERINTENDENT

Delete the text of Section 3.9.1 thru 3.9.3 in its entirety and substitute the following:

§ 3.9.1 The Contractor, within five days after the award of the Contract and prior to beginning any field operations, shall furnish to the Owner and the Architect in writing the name and professional qualifications of the person proposed by the Contractor as the superintendent. The Contractor shall not assign nor substitute any person as superintendent to whom the Owner or the Architect has made reasonable objection. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architect objects to any nominated superintendent.

3.9.2 The Contractor will be required to keep the superintendent on the project site during the course of the project until completion of all punch list items. In the event the superintendent is absent from the project site at any time during the Contract Time or during punch list completion and a previously agreed upon substitute superintendent is not provided, the Owner may back charge the Contractor $250.00 per day per occurrence.

3.9.3 The superintendent is to be a manager and should provide adequate supervision but not be involved in the act of constructing. The superintendent is to be on site at all times.

3.9.4 The Architect and Owner are to be notified at the beginning of the work day if the superintendent is sick. If the superintendent is to be out for any other reason, the Architect and Owner are to be notified at least 24 hours in advance. In both cases, the Architect and the Owner are to be informed of the name of the substitute superintendent.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following Subparagraph:

3.10.4 The Contractor shall submit a preliminary construction schedule to the Architect within five (5) days after award of contract for Owner approval. The preliminary schedule shall address major critical path construction related items as requested by the Owner. Within 30 days of award of contract, the Contractor shall submit a final construction schedule, and shall submit a copy of the progress schedule with each monthly Application for Payment showing all modifications required to have the schedule reflect appropriate revisions; and shall take whatever action is necessary to assure that the project completion schedule is met. In addition, the Contractor is required to give a schedule update at each scheduled construction progress review meeting. If the project is behind schedule, specific input will be required from the Contractor on how he intends to make up the time prior to processing the Application for Payment. This progress schedule will also include percentages of work completed to date along with percentages of work

remaining to be completed. These percentages will be used in the verification of the Contractor's monthly Application for Payment. Applications for Payment will not be processed by the Architect unless accompanied by an updated progress schedule.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.5 If, in the opinion of the Architect, the Shop Drawings are incomplete, indicate an inadequate understanding of the Work covered by the Shop Drawings, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the Shop Drawings will be returned, unchecked, to the Contractor for correction of these deficiencies and for subsequent re-submittal. Additional service charges as outlined in 3.2.6 may be charged by the Architect in this event.

Add the following Subparagraph:

3.12.6.1 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect’s review of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Architect, in writing, of such deviation at the time of submission; and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect’s review thereof.

Add the following Subparagraphs:

3.12.11 The Contractor shall submit Shop Drawings, Product Data and Samples to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. The Architect and his Consultants will be allowed 20 days for checking from date of submission of submittals that are acceptable and do not require re-submission in the opinion of the Architect. Where colors are to be selected by the Architect, submit all product color samples in adequate time to allow the Architect to prepare a complete selection schedule. In general all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Construction Contract.

3.12.12 The Contractor shall submit the number of copies of Product Data and Samples which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's Consultants involved with the particular section of Work. Where Shop Drawings are involved, submit one high quality reproducible transparency and one opaque print of the Shop Drawing for the Architect plus one additional opaque print for each of the Architect's Consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his Consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The marked up prints will be retained by the

Architect and his Consultants. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one each to the Owner and the Architect's Consultants involved with the particular section of Work.

3.15 CLEANING UP

Add the following Subparagraph:

3.15.3 Prior to the Architect's inspection for Substantial Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs and roof drains; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.18 INDEMNIFICATION

Delete the text of Section 3.18.1 in its entirety and substitute the following:

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its trustees, officers, agents and employees, together with the Architect, Architect's Consultants and their officers, agents and employees or any of them, from and against claims, damages, losses and expenses, including without limitation, attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused, in whole or in part, by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the party or persons described in this Section 3.18.

Add the following Sections 3.19, 3.20, 3.21 and 3.22:

§ 3.19 REPRODUCIBLE RECORD DRAWINGS

§ 3.19.1 At the completion of the Project, the Contractor shall submit to the Owner one (1) complete set of drawings with all changes made during construction, including concealed mechanical, electrical and plumbing items. Drafting shall be compatible with original drawings and the Contractor shall submit these as Mylar sepias. The record drawings shall exclude the seal of the Architect and/or Engineer and shall have a

statement added to indicate the purpose of the drawings (i.e., "RECORD DRAWING"). The Contractor shall also submit to the Owner one (1) CD-ROM containing the following:

1. Final Record Drawings;
2. Final Specifications;
3. Copy of final Construction Contract, including all Change Orders.
4. CPR; and Minor Changes
5. AEA;
6. Copies of minutes to all Project meetings.

§ 3.20 PREVAILING WAGE RATES

§ 3.20.1 As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, no employee used in this construction may be paid less than the minimum prevailing wage rate in effect for the Owner.

§ 3.20.2 The Contractor and each Subcontractor and Sub-subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law for each craft of type of workman or mechanic needed to execute this Contract.

§ 3.20.3 Determination of prevailing wages shall not be construed to prohibit payment of more than the rates identified.

§ 3.21 ANTITRUST VIOLATIONS

§ 3.21.1 Contractor hereby assigns to owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et. seq. (1973). The Contractor shall include this provision in his contracts with each subcontractor and supplier. Each subcontractor shall include such provision in contracts with sub-subcontractors and suppliers.

§ 3.22 THIRD-PARTY BENEFICIARY

§ 3.22.1 No person or entity shall be deemed to be a third-party beneficiary of any provision(s) of this Contract; nor shall any provision(s) hereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

§ 4.2 ADMINISTRATION OF THE CONTRACT

Delete the text of Section 4.2.2 in its entirety and substitute the following:

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site observations as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

Delete the text of Section 4.2.3 in its entirety.

Delete the text of Section 4.2.6 in its entirety and substitute the following:

§ 4.2.6 The Architect shall have authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any non-conforming Work and shall reject such non-conforming Work unless the Owner objects to the rejection in writing within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work, except when the Contractor's inability to perform the Work is a result of design flaw, error or omission.

Delete the text of Section 4.2.13 in its entirety and substitute the following:

§ 4.2.13 All decisions on matters relating to aesthetic effect shall initially be made by the Architect; however, all such decisions are subject to the Owner's written approval.

ARTICLE 5
SUBCONTRACTORS

§ 5.1 DEFINITIONS

Add the following sentence to the end of Section 5.1:

> "Wherever relevant, the term "Subcontractor" shall also include a person or entity who supplies material or equipment for the Project."

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete the last sentence of Section 5.4.1 in its entirety and substitute the following:

> "When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only to the extent permitted by law."

Delete the last sentence of Section 5.4.3 in its entirety.

ARTICLE 7
CHANGES IN THE WORK

§ 7.1 CHANGES

Delete the text of Section 7.1.2 in its entirety and substitute the following:

§ 7.1.2 A Change Order shall be based on agreement among the Owner's Board of Trustees, Contractor, and Architect, except when the Contract balance is amended as a result of Owner's Right to Carry out the Work under Section 2.4.1 or the Owner's assessment of liquidated damages as allowed by the Contract Documents. In such event, the Change Order is deemed approved by Contractor and Contractor's signature(s) are not required. A Construction Change Directive requires agreement by the Owner or the Owner's representative and Architect, and may or may not be agreed to by the Contractor; an order for a minor change may be issued by the Architect alone.

Add the following Section 7.2.2:

§ 7.2.2 Methods used in determining adjustments to the Contract Sum shall be determined in one or more of the ways listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected:

7.2.2.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional Work is involved, any lump sum over the amount of $100.00 shall be broken

down to represent the estimated cast of labor and materials plus mark-ups to cover overhead and profit.

7.2.2.2 To compensate the Contractor, Subcontractor, or Sub-subcontractor actually performing a part of the Work for the combined cost of overhead and profit, the performing party shall be entitled to a single mark-up not to exceed 10% of the estimated cost of that part of the Work.

7.2.2.3 To compensate (a) the Contractor for the combined cost of overhead and profit on Work performed by Subcontractors, or (b) Subcontractors for the combined cost of overhead and profit on Work performed by Sub-subcontractors, the Contractor or Subcontractor shall be entitled to a single mark-up not to exceed 5% of the subcontract amount.

7.2.2.4 When a Sub-subcontractor performs the Work of a change, the maximum mark-up not to exceed 10% for combined overhead and profit shall be used only by the Sub-subcontractor. The Contractor and Subcontractor would each be entitled to a single mark-up not to exceed 5% of the cost to them for the Subcontractor and Sub-subcontractor, respectively.

7.2.2.5 By Unit Prices stated in the Contract Documents or subsequently agreed upon. Additional mark-ups for overhead and profit will not be allowed in Unit Price work.

7.2.2.6 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

7.2.2.7 Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2.2 shall be limited to the costs established in Sections 7.2.2.1 through 7.2.2.6

ARTICLE 8
TIME

§ 8.1 DEFINITIONS

Add the following Section 8.1.5:

8.1.5 The term "Regular Work Day" as used in the Contract Documents shall mean any day from Monday through Friday, exclusive of those holidays normally recognized in the construction industry and/or Owner approved calendar.

§ 8.2 PROGRESS AND COMPLETION

Add the following Section 8.2.4:

§ 8.2.4 Incentive Payments or Charges

8.2.4.1 The Incentive Payments basis are based upon the work being completed at each campus by an earlier date than the listed substantial completion date:

Campus	Substantial Completion Date
Spring Woods High School	*June 1, 2010*
Northbrook High School	*August 14, 2010*
Stratford High School	*August 14, 2010*
Westchester Academy of International Studies	*August 14, 2010*
Spring Branch School of Choice (Alternate #1)	*August 14, 2010*

8.2.4.2 Incentive payment (Bonus) is being offered on this work. To qualify for the bonus the General Contractor must (a) create a Schedule of Values for each campus; (b) use this Schedule of Values as the basis for Application for Payment; (c) create an Accelerated Completion Allowance, for each campus, in their proposal sum. Work (Construction) is allowed at each campus during the school year; however the existing classrooms can not have any disruption to their school day or any disruption to their functionality. Generally the starting date for remodel is June 7, 2010 except for Spring Woods High School. Contractor is reminded that SBISD requires compensation for their personnel necessary to open the facilities on nights and weekends.

8.2.4.3 Notwithstanding the Substantial Completion Date, in the event the Contractor achieves substantial completion in advance of the Substantial Completion Date, Contractor shall be entitled to receive an additional fee in the amount of 1% of the construction value for a substantial completion date 2 weeks (14 calendar days) before the listed date in 8.2.4.1 except at Spring Woods High School. The additional fee will be paid on a prorated basis for early substantial completion for 1 to 13 days, calculated by the number of calendar

days early divided by 14, except at Spring Woods High School. At Spring Woods High School an additional fee of 1% of the Construction Value is being offered for a substantial completion 4 weeks (28 calendar days) before the date listed in 8.2.4.1. The additional fee will be paid on a prorated basis for early substantial completion for 1 to 27 days, calculated by the number of calendar days early divided by 28. The maximum amount of early completion bonus that is available in all cases is 1% of the contract sum or the value of the Accelerated Completion Allowances whichever is smaller. Inspection for early substantial completion must be scheduled with a minimum of two days notice and be performed on a Regular Work Day.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

Delete the text of Section 8.3.1 in its entirety and substitute the following:

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other unforeseeable causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

Add the following Sections 8.3.4, 8.3.5, 8.3.6, 8.3.7, 8.3.8, 8.3.9 and 8.3.10:

8.3.4 Extensions of time granted for causes described herein will be granted on the basis of one Regular Working Day extension for each Regular Working Day lost (i.e., 7 calendar days extension will be granted after 5 Regular Working Days are lost except as modified by the provisions contained herein related to Anticipated Inclement Weather Days).

8.3.5 The Contractor shall include in his base bid proposal all overhead and profit necessary to complete the project. No additional overhead or profit will be paid for extensions of time granted for loss of scheduled work days.

8.3.6 Inclement Weather Days shall pertain to such items as rain, flooding, snow, unusually high winds, which prevent progress on major portions of the Work on regular working days only. If such situations occur on more than the Number of Anticipated Inclement Weather Days included in the Proposal Completion Time and if those additional days prevent the Contractor from performing critical portions of the scheduled work, extensions of time caused by inclement weather may be requested as enumerated hereinafter; if the inclement weather is rain related, the rain at the site must have been in excess of 0.50 inch in 24 hours.

Anticipated Weather Days: An allowance of Regular Work Days, established as probable days lost due to weather delays; said allowance to be included in the Contractor's proposed Completion Time on his Proposal Form. The following chart represents the anticipated rains days that should be expected:

Houston, Texas

Average Days of Precipitation, 0.01 Inches or More											
Jan.	Feb	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
11	8	9	7	9	9	9	9	9	7	8	9

8.3.7 At the beginning of each month the Contractor shall submit documentation of the Actual Inclement Weather Dates for that month. At times deemed appropriate by the Architect, the Contract Time will be adjusted by Change Order if the total of Net Inclement Weather Days is substantially greater than 0. If at the end of the project all Anticipated Inclement Weather Days have not been used the Contract Completion Time will not be reduced.

8.3.8 No extensions will be allowed for any of the following conditions:

.1 At least 7 hours of available work time out of the working day.

.2 Saturdays, Sundays or Holidays unless the Contract requires and stipulates overtime work.

.3 Time required for drying of materials when it is possible for the Contractor to enclose the area and use drying devices.

8.3.9 The Contractor shall maintain a project log indicating all time in excess of 1 hour for which work was suspended during a work day in order to obtain any extension of time.

8.3.10 The Contractor shall obtain approval from the Architect and Owner for work during the following times:

.1 Saturdays, Sundays or Holidays

.2 Prior to 7:00 am and after 7:00 pm on scheduled working day.

Add Section 8.4

§ 8. 4 LIQUIDATED DAMAGES

8.4.1 The parties agree that the Contractor's failure to achieve Substantial and/or Final Completion in accordance with the Completion Dates stated herein would result in

damages to the Owner that are impracticable and/or difficult to estimate. As such, the parties agree that a reasonable forecast of just compensation to the Owner as liquidated damages would be: the fee payable to Contractor shall be reduced by the amount of $1,250 for each workday after the Substantial Completion Date, listed in 8.2.4.1, until Substantial Completion is achieved. The $1,2500.00 amount is for each campus. As an example, if Substantial Completion is achieved at Northbrook and Stratford on August 15, 2010 the amount is $2,500.00 (2 campuses x 1 day each x $1,250.00)

ARTICLE 9
PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Subparagraph:

9.2.1 In order to facilitate the processing of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703 and shall include the following:

.1 Costs for Contractor's overhead and profit, his supervision, bonds, insurance, mobilization, etc., shall be listed as individual line items.

.2 Costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.

.3 On major Subcontractors, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.)

.4 Costs for subcontract work shall be listed without any addition of Contractor’s costs for overhead, profit or supervision.

.5 Where payment for stored materials may be requested prior to installation, material and labor shall be listed as separate line items.

.6 Where work occurs at more than one building, for the Owner's accounting purposes and to facilitate the checking of the Contractor's Applications for Payment, costs shall be scheduled separately for each building on the G703 Continuation Sheets.

.7 The Schedule of Values must be reviewed and approved by the Architect, Engineer and Owner prior to the submission of the Contractor’s first Application for Payment.

Delete the text of Section 9.3.1.1 in its entirety and substitute the following:

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

Delete the text of Section 9.3.2 in its entirety and substitute the following:

§ 9.3.2 Payments shall be made on account of materials and/or equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;
.2 The location must be a bonded warehouse;
.3 The surety must agree, in writing, to each request for payment; and
.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

The Contractor acknowledges that the review of materials and/or equipment stored off the site is an additional service of the Architect, and the Contractor shall be charged for that service. The cost for such service will be established by the Architect and is not subject to appeal.

9.6 PROGRESS PAYMENTS

9.6.1 Delete this Subparagraph and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make progress payments in accordance with the following Subparagraph which shall be inserted as Article 5 – Progress Payments in the Owner-Contractor Agreement, AIA Document A101, 2007 Edition, unless otherwise agreed upon by the Owner.

> Based upon the Applications for Payment and supporting documents submitted to the Architect by the Contractor and certification of the amount payable by the Architect, the Owner shall make progress payments on account of the Contract Documents for the period ending the last day of the month as follows:

.1 Not later than twenty-five (25) days following the end of the period covered by the Application for Payment, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing (subject to the conditions listed in Subparagraph 9.3.2), for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

.2 Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

§ 9.7 FAILURE OF PAYMENT

9.7.1 Revise the number of days from seven to ten for Architect to issue Certificate for Payment and from seven to twenty-one for the Owner to make payment to the Contractor. Delete all references to arbitration.

Delete the following text from the Section 9.7.1 of the Agreement:

§ 9.7.1 "or awarded by binding dispute resolution"

9.8 SUBSTANTIAL COMPLETION

Add the following Subparagraphs:

9.8.6 In order for the project or a major portion thereof to be considered substantially complete, all conditions specified Section 01700 – Project Closeout, shall be satisfied.

9.8.7 After the date of Substantial Completion of the Project as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of 60 days (unless extended by mutual agreement or provision of the Contract) within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In the report of deficiency the Contractor and surety will be informed that, should correction remain incomplete for 15 additional days, the Owner will initiate action to complete corrective work out of the remaining Contract funds in accordance with Paragraph 14.2. Additional costs of the Owner, Architect, and other Consultants incurred because of the Contractor's failure to complete the correction of deficiencies within 30 days after the date of Substantial Completion (unless extended by mutual agreement or provision of the Contract) will be deducted from the funds remaining to be paid to the Contractor. Should corrective work following Substantial Completion require more than one re-inspection after notification by the Contractor that

corrections are complete, the cost of subsequent inspections shall also be deducted from funds remaining unpaid to the Contractor or, upon written directive by the Owner, such re-inspection costs shall be paid by the Contractor, directly to Architect/Engineer/ Consultant upon submission of itemized invoicing to the Owner.

§ 9.9 PARTIAL OCCUPANCY OR USE

Delete the first sentence of Section 9.9.1 and substitute the following:

> "The Owner shall have the right to occupy or use, without prejudice to the rights of either party, any completed or partially completed portion of the Work, regardless of whether the deadline for completing the entire Work, or such portion(s), has expired, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such occupancy and use shall not constitute acceptance of any Work not in accordance with the Contract Documents."

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add Section 9.10.6 as follows:

§ 9.10.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, all Contract Close Out Documents have been submitted, and the Final Certificate for Payment has been issued by the Architect. The final payment will not be made until all of these conditions have been satisfied.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.2 Add the following subparagraphs:

10.2.2.1 The Contractor shall comply with and provide for, in all trenching work which will exceed a depth of five feet, trench safety systems that meet current Occupational Safety and Health Administration (OSHA) Standards. The Contractor shall be responsible for incorporating into his base bid the cost of these trench safety systems. All requirements shall be in accordance with detailed drawings and specifications.

10.2.2.2 The Contractor shall comply with Federal and State Regulations to verify use of only "lead free" and "asbestos free" materials.

Add Sections 10.2.9 and 10.2.10 as follows:

§ 10.2.9 The performance of the foregoing services by the Contractor shall not relieve the Subcontractors of their responsibilities for the safety of persons and property and for compliance with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the conduct of the Work.

§ 10.2.10 The Contractor shall be responsible for taking all precautions necessary to protect the Work in place from any foreseeable weather conditions which could cause any potential damage to portions or all Work in place. The Contractor shall be responsible for performing all repairs and/or replacement of any Work that results from foreseeable weather conditions.

§ 10.3 HAZARDOUS MATERIALS

Delete the text of Section 10.3.1 in its entirety and substitute the following:

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance 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 in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Section 10.3.2.

Delete the text of Sections 10.3.3, 10.3.4, 10.3.5 and 10.3.6 in their entirety.

Add the following Subparagraphs:

10.3.4 To the best knowledge of the Owner, the Architect and his Consultants, no products or materials containing asbestos, or polychlorinated biphenyl (PCB) or other toxic substances have been specified for this Project. No products or materials containing asbestos or PCB are to be incorporated in this Project. In the event the Contractor or his Subcontractors become aware that any products or materials specified, ordered, scheduled for or already incorporated in the Work on this Project, contain asbestos or PCB, the situation shall be reported immediately to the Owner and Architect in writing. An acceptable, equivalent substitute for the product or material in question shall be proposed by the Contractor and the product or material in question, if already onsite or incorporated in the Work, shall be removed from the site immediately and returned to the supplier or manufacturer.

10.3.5 The Contractor and each and every Subcontractor, Sub-subcontractor and Supplier (prior to final payment) shall submit a statement certifying that "to the best of their information, knowledge and belief no asbestos, materials containing asbestos, or

polychlorinated biphenyl (PCB) have been used or incorporated into the Work; and that no lead or lead bearing materials have been used or incorporated into the potable water systems." For the purpose of definition as used in this statement, the term "potable water systems" includes, but is not limited to, those water systems for drinking fountains, all sinks and lavatories, showers, bath tubs, residential and commercial kitchen equipment, icemakers, and hose bibbs, as applicable to this specific Project.

10.3.6 Material Safety Data Sheets

Effective September 1, 2000, the Texas Department of Health implemented a new rule in the AHERA Regulation which requires that Material Safety Data Sheets be provided to the Owner by the Contractor on the materials incorporated into the Work which are listed below (not all may be used in this Project):

.1 Gypsum Board Products, Joint Compounds, Spackling Compounds, Wall or Ceiling Texture Compounds
.2 Plaster
.3 Window Glazing
.4 All Sealants and Caulks
.5 All Mastics/Adhesives for Resilient Floorings and Base, Carpet, Wall coverings, etc.
.6 Thermal system Insulation that is not foam or fiberglass and all thermal system insulation components such as tapes, finishing compounds, mastic or bituminous materials, etc., and any materials containing vermiculite, talc or mineral fibers
.7 Blown-in Insulation
.8 Batt/Roll Insulation
.9 Loose Fill Insulation
.10 Spray Applied Insulation/Soundproofing
.11 Suspended, Glued-on/Nailed-on Ceiling Tiles
.12 Resilient Flooring Materials (VCT and Sheet Flooring)
.13 Resilient Wall coverings
.14 Packing and Gasket Materials
.15 Cement Pipe
.16 Cementitious Boards or Sidings
.17 Fireproofing Materials
.18 Waterproofing/Damp proofing Materials
.19 Flexible Fabric Ductwork Connections
.20 Elevator Equipment Panels and Elevator Brake Shoes
.21 Laboratory Countertop and Table Top Materials
.22 Laboratory Fume Hood Panels
.23 Roofing Materials (felts, bituminous materials, asphalted materials and insulation materials)
.24 Any Materials containing vermiculite, talc or mineral fibers
.25 Sprayed-on/Troweled-on Surfacing Materials
.26 Pipe Insulations
.27 Pipe Fitting Insulations

.28 Boiler Insulation
.29 Flue/Vent Pipe Insulations
.30 Heating/AC Ducting
.31 Air Handler Insulation

If Material Safety Data Sheets are not provided by the Contractor, then the Contractor shall be responsible for obtaining samples of the materials listed above and the required testing of the samples. The Material Safety Data Sheets shall be submitted to Spring Branch ISD a minimum of three (3) weeks before beginning installation of any of the materials listed above.

Delete the text of Section 10.3.6 in its entirety and substitute the following:

§ 10.3.7 If, without negligence on the part of the Contractor, the Contractor is held liable by a governmental agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all costs and expenses thereby incurred, but only to the extent provided by law.

10.3.8 Material Samples to be Provided to Owner

The General Contractor shall provide to the Owner a 6" long, or a 6" square (whichever is appropriate), sample of each material listed in Subparagraph 10.3.6 for asbestos testing by the Owner. Samples shall be provided a minimum of three (3) weeks before beginning installation of any of the materials listed above to allow the Owner to test the samples for the presence of asbestos. Materials containing vermiculite, talc, and/or mineral fibers shall be tested for asbestos content prior to installation. If testing reveals the presence of asbestos, then the General Contractor and Architect shall be notified immediately by the Owner. If the material containing asbestos has been installed, then the General Contractor shall be responsible for removal of the material at no additional cost to the Owner.

10.3.9 No substitutions of any of the materials listed in Subparagraph 10.3.6 will be allowed without the General Contractor providing Spring Branch ISD with Material Safety Data Sheets and samples, The General Contractor shall reimburse Spring Branch ISD for laboratory costs caused by such substitutions. Any material listed in Subparagraph 10.3.6 which is found at the job site, for which Material Safety Data Sheets and samples were not provided to Spring Branch ISD, shall be sampled by Spring Branch ISD, and the required laboratory costs shall be charged to the General Contractor.

10.3.10 No substitutions of any materials listed in Subparagraph 10.3.6 will be allowed without the submittal of MSDS and samples. The contractor shall reimburse the Owner for laboratory costs to the district when substitutions are made. The lab results from the testing are for the benefit of *the Owner* and will not be shared with the contractor. Any material found on the job site which, is a building material listed above,

and for which MSDS and samples where not submitted shall be sampled by the Owner and the laboratory costs charged to the contractor.

ARTICLE 11
INSURANCE AND BONDS

Reference is here made to Exhibit A Insurance Requirements, attached hereto and incorporated herein for all purposes

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete the text of Sections 11.1.1 and 11.1.4 in their entirety.

§ 11.3 PROPERTY INSURANCE

Delete Subparagraphs 11.3.1 through 11.3.1.5 in their entirety and substitute the following in lieu thereof:

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work, and shall be the primary coverage for the property.

11.3.1.1 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.3.1.2 The property insurance shall include an endorsement allowing Owner occupancy and the insurance shall not be altered or canceled on account of partial occupancy prior to final completion.

11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles.

11.3.1.4 This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

11.3.1.5 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each certificate indicating insurance coverage's. Certificate shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this project. Each certificate shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

11.3.1.7 Loss insured under Contractor's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contract, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.1.8 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

Reference is here made to Exhibit A Insurance Requirements, attached hereto and incorporated herein for all purposes.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

Delete the text Section 11.3.2 in its entirety.

§ 11.3.3 LOSS OF USE INSURANCE

Delete the second sentence of Section 11.3.3 in its entirety.

Delete Section 11.3.5 in its entirety.

Delete the last sentence of Section 11.3.6 in its entirety.

§ 11.3.7 WAIVERS OF SUBROGATION

Delete Section 11.3.7 in its entirety.

Delete the first three sentences of Section 11.3.9 in their entirety.

Delete the text of Section 11.3.10 in its entirety and substitute the following:

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Delete the first eight words of line 1. The revised sentence shall begin "The Contractor shall furnish …." Delete lines 2 thru 4 beginning with the words "as stipulated" and ending with the words "of the Contract."

Add the following Subparagraphs:

11.4.3 The bonding companies must be acceptable to the Owner.

11.4.4 Each bond shall be of penal sum equal to 100% of the Contract Sum and shall be compatible with the provisions of the governing authority. The Contractor shall file copies of each bond with the county clerk and furnish the Owner with a file receipt. The bonds shall remain in force throughout the warranty period of the Contract. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an attached authorized power of attorney.

11.4.5 Claims must be sent to the Contractor and his Surety in accordance with Chapter 2253, Texas Government Code. The Owner will furnish in accordance with such Article, a copy of the Payment Bond as provided therein to claimants upon request. All claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee. The Contractor will indemnify, defend and hold harmless the Owner for any claims made by the Subcontractor or Sub-subcontractors relative to unpaid bills for labor or services rendered in the project.

11.4.6 Refer to Section 00840 - Insurance and Bond Requirements for Contractors for types of bonds required.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

Number the existing provision as Section 12.3.1, and add Section 12.3.2 as follows:

§ 12.3.2 The Owner's use and/or occupancy of any or all of the Project site shall never be construed as an acceptance of Work not in conformance with Contract

Documents. The Owner reserves the right to enforce provisions of the Contract unless the Owner's acceptance is provided to the Contractor in writing.

ARTICLE 13
MISCELLANEOUS PROVISIONS

§ 13.3 WRITTEN NOTICE

Delete the text of Section 13.3 in its entirety and substitute the following:

§ 13.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer at the corporation for which it was intended, or if delivered at or sent by registered or certified mail, or by courier service providing proof of delivery, to the last business address known to the party giving notice, or if delivered by facsimile to the offices of the person or corporation for which it was intended. For facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.7 TIME LIMITS ON CLAIMS

Delete the last sentence of Section 13.7 in its entirety.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete the text of Section 14.4.3 in its entirety and substitute the following:

§ 14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed up to the effective date of the notice of termination.

ARTICLE 15
CLAIMS AND DISPUTES

§ 15.1 CLAIMS

Delete the text of Section 15.1.1 in its entirety and substitute the following:

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes

other disputes and matters in question between the Owner, Architect and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Delete the second sentence of Section 15.1.2 in its entirety and substitute the following:

> "Claims by either party must be initiated within ninety (90) days after occurrence of the event giving rise to such Claim or within ninety (90) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later."

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

Delete the text of Section 15.1.5.2 in its entirety and substitute the following:

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented and listed in accordance with Article 8.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete the text of Section 15.1.6 in its entirety.

§ 15.2 INITIAL DECISION

Delete the text of Section 15.2.1 in its entirety and substitute the following:

§ 15.2.1 Claims, excluding those arising under Sections 11.3.9 and 11.3.10, including those alleging an error or omission by the Architect, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. If the parties are unable to agree, any claim, dispute or matters arising out of the contract between the Architect, Owner and Contractor or any combination of those parties shall be submitted to a court of appropriate jurisdiction.

Delete the text of Section 15.2.5 in its entirety and substitute the following:

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties, but subject to mediation, if both parties so agree, and subject to legal or equitable proceedings in a court having jurisdiction thereof. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises during the design and construction of the Project or following its

completion, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation.

Delete the text of Sections 15.2.6 and 15.2.6.1 in their entirety.

Add the following Section 15.2.9:

§ 15.2.9 The prevailing party in any judicial proceeding arising from the Contract Documents shall recover its reasonable and necessary attorneys' fees pursuant to Texas Local Government Code Section 271.159.

§ 15.3 MEDIATION

Delete the text of Section 15.3.1 in its entirety.

Delete the text of Section 15.3.2 in its entirety.

Delete the text of Section 15.3.3 in its entirety and substitute the following:

§ 15.3.3 If all parties to a dispute arising out of or related to the Contract agree to submit the Claim to mediation following a decision by the Initial Decision Maker, the parties shall select an independent mediator by mutual consent of the parties, to assist in the further effort to resolve the dispute, and shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Nothing in the Contract Documents shall be construed as requiring mandatory mediation prior to litigation.

§ 15.4 ARBITRATION

Delete the text of Sections 15.4.1 through 15.4.3 and 15.4.4.1 through 15.4.4.3 in their entirety.

These Additional Supplementary Conditions are entered into as of the date indicated on the AIA Standard Form of Agreement.

OWNER:	CONTRACTOR:
SPRING BRANCH INDEPENDENT SCHOOL DISTRICT	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SECTION 17780 – SECURITY ALARM SYSTEM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The General Provisions of the Contract, including General, Supplementary and Special Conditions, apply to the work specified in this Section.

1.02 SCOPE OF WORK

There is an existing security system installed in Spring Woods High School. Provide new motion sensors for the new addition where shown on the Drawings. Connect and integrate the sensors to the existing system

1.03 WARRANTY

The Security system modifications, including labor and material, shall be free from defects in workmanship and materials, under normal use and service, for a period of one year from the date of acceptance or beneficial occupancy, whichever shall occur first. Any equipment or workmanship shown to be defective shall be repaired, replaced or adjusted during normal working hours within 48 hours of notification, at no cost to the owner.

1.04 SYSTEM, INSTALLERS AND INSTALLATION REQUIREMENTS

The attached Security Alarm Specification for equipment, materials, installation and contractor requirements shall be a part of this specification. This attached specification is not intended to expand the scope of the project (replace panel, card access, etc) but to provide direction and expectations for equipment, materials and installation of the revisions described in Section 1.02.

SPRING BRANCH I.S.D. POLICE DEPARTMENT
Security Alarm System Specifications
(Revised February 10, 2009)

This revision (Rev. 02/09) supersedes any and all previous specifications. All Architects, General Contractors, Sub-Contractors, Vendors and Installers will be required to have a copy of these specifications. A copy of these specifications **SHALL BE** included in whole in the **JOB SPECIFICATION DOCUMENT** and referenced in **NOTES** on any drawings associated with the installation/construction of the Security Alarm System. No part of the specifications may be Added, Deleted, Modified or Changed without the express written permission of the Spring Branch I.S.D. Police Department.

SCOPE OF WORK

The concept of the ***SCOPE OF WORK*** is to provide to Spring Branch I.S.D. the highest quality product/service and:

Coordinate **ALL** work through **SPRING BRANCH I.S.D. POLICE DEPARTMENT and SPRING BRANCH I.S.D. FACILITY IMPROVEMENT PROJECT MANAGER,**

Unless otherwise noted prior to start of the project, all systems will be considered to be fully functional. It is the responsibility of the GENERAL CONTRACTOR to note any deficiencies in the system prior to starting any project. An AUTHORIZED security system contractor will be required for this purpose (See section 23). It is the responsibility of the GENERAL CONTRACTOR to provide Spring Branch I.S.D. Police Department and S.B.I.S.D. Facility Improvement Project Manager a copy of the existing system status prior to the start of any construction. This report shall be included in the security contractor's submittal package.

IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR on a daily basis, to maintain existing security alarm/access control systems in a manner in which they can provide continuous coverage and protection of school district property during construction. The general contractor is **REQUIRED** to make repairs within forty-eight (48) hours notice of service request. An **AUTHORIZED** security system contractor will be required for this purpose (See section 23).

An AUTHORIZED security system contractor will be required for the purpose of working on ANY portion of the security system (See section 23). Other trades (Electrical Contractors, etc.) **SHALL NOT** work on any portion of the security system except as otherwise noted in this document.

And

S.B.I.S.D. Police Department must be notified daily of any changes in the status of the system. An **AUTHORIZED** security system contractor may move, remove or disable existing sensors/wiring/systems during construction as needed (See section 23). With approval, secure and retain all parts in whole where possible and return to owner,

and/or

Install new/replacement/additional system(s)/part(s) where appropriate.

IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO SEE THAT THE SECURITY ALARM SYSTEM, AND/OR ACCESS CONTROL SYSTEM AND ITS COMPONENTS ARE INSTALLED AND WORKING AT COMPLETION OF THE PROJECT. THIS INCLUDES BUT NOT LIMITED TO THE REPAIR/REPLACEMENT OF ANY COMPONENT REMOVED, LOST, STOLEN OR DAMAGED DURING CONSTRUCTION.

Job specifications/documents/books **SHALL** include:

Work shall be done in accordance with the latest revision of the **SPRING BRANCH I.S.D. POLICE DEPARTMENT *SECURITY ALARM SPECIFICATIONS.***

1.0.1) **All systems SHALL be installed in accordance with ALL local, city, state, federal and Authority Having Jurisdiction laws, regulations, codes, standards and ordinances.**

1.0.2) All equipment shall be installed and tested in accordance with ***MANUFACTURES*** specifications and installation instructions. Additional requirements may be found in other sections of this document.

1.0.3) All equipment will be ***UNDERWRITERS LABORATORIES Inc.*** approved for the purpose it is being used.

Security Contractor(s) & Sub-Contractors:

1.1) **All *RADIONICS/BOSCH* equipment and SECURITY DEVICES (Sensors, Door Contacts, Power Supplies, Panels, etc.) will ONLY be installed by an authorized security system contractor (See section 23).**

1.1.a) An "authorized" security contractor **WILL** be the **PRIMARY** security contractor for the project. The primary security contractor **WILL** be an ***AUTHORIZED RADIONICS/BOSCH DEALER*** utilizing factory trained personnel/technicians (See section 23) **– NO EXCEPTIONS**.

1.1.b) Use of sub-contractor(s) by the **PRIMARY** Security Contractor **WILL** require on-site supervision, **at all times**, of the sub-contractor(s) by the primary contractor's factory trained personnel/technician(s) - **NO EXCEPTIONS**.

1.1.c) A copy of the Radionics/Bosch Dealer Certificate and Number or letter from ***RADIONICS/BOSCH*** verifying dealership currently in good standings, **WILL BE REQUIRED – NO EXCEPTIONS.**

1.1.d) A copy of dealer's personnel/technician(s) certified ***RADIONICS/BOSCH*** training **WILL BE REQUIRED – NO EXCEPTIONS.**

1.1.e) **ALL** personnel doing work on Section 1, **MUST** have current training certificates for the ***RADIONICS/BOSCH*** equipment being installed (D9412GV2) Alarm Communicator, etc.).

1.1.f) **SECTION 1 EXCEPTIONS: Cable/wire installation, Hardware such as poles, conduit, pull boxes, high voltage electrical (90vac +) etc. may be installed by others.**

2.0) Alarm system control panel will consist of ***RADIONICS/BOSCH*** brand, model series D9412. This will include upgrade to and/or replacement of existing panel(s) at the project facility. This may also include upgrading all or part of the existing system (POPIT's, Keypads, etc.) to be compatible with the model 9412 panel.

NO EXCEPTIONS

2.1) Panels will be equipped with, but not limited to, the following features:
A. Dual Batteries of not less than 12VDC,7Ah. each.

B. Dual phone line module.
C. Transformer (As required by panel model number)
D. Two (2) telephone line cords.
E. Command Center (Keypad). Quantity to be determined by project requirements.
F. Enclosure (Cabinet) Grey in color. Other colors as approved by Spring Branch I.S.D Police Department. **Red will not be allowed**.
G. Two (2) POPEX Modules.
H. POPIT module of the latest version available at the time of installation. Quantity as required by project. Non-tampered version ONLY.
I. ACCESS CONTROL Module(s) and equipment. If required by project. See Section 15.
J. Network Interface Card

2.2) POPIT data loops/circuits will be installed and tested in accordance with ***RADIONICS POINT IDENTIFICATION SYSTEM VALIDATION PROCESS REV. 00.17 AUGUST 1995*** or later. All POPITS will be mounted in a protective box with cover and in such a manner as to allow for service/replacement from a standard six (6) foot step ladder.

2.2.1) Popit must be in a 1900 box located next to device. If device is in class room place 1900 box in hallway if you can service from 6 ft. ladder

3.0) All vendors/contractors/sub-contractors working on security alarm system will submit to Spring Branch I.S.D. Police Department complete plans for approval **PRIOR** to the beginning of any project.

3.1) Submittals must include, but not limited to,

[a] complete equipment list,

[b] wiring diagram,

[c] sensor type and location,

[d] power supply, panel and keypad location(s)

[e] POPIT location, address and description,

[f] status of existing security alarm system.

[g] equipment cut sheets, including wire specifications

[h] voltage & battery calculations

[i] contractor qualifications, including but not limited to dealer certificates, personnel & technician certificates, sub-contractor information & qualifications etc., contact name and numbers of all parties including sub-contractors.

[j] warranty & service information

3.2) A PRE-INSTALLATION meeting **WILL BE** held between all parties in order to review submittals and coordinate installation. Additional meetings will be held as needed.

3.3) Vendor/contractor will supply Spring Branch I.S.D. Police Department a complete set of "AS BUILT" drawings within ten (10) days of job completion. The drawings must accurately include, but not limited to, actual cable routing, sensors type and location, POPIT locations, power supply locations including electrical panel and breaker number, keypad(s) and panel locations, correct room numbers and any other information deemed necessary. Drawings will be submitted as electronic drawings (CAD). **DRAWINGS WILL BE REQUIRED PRIOR TO ACCEPTANCE OF JOB.**

3.4) Final inspection of "AS BUILT" job will be performed by Spring Branch I.S.D. Police Department prior to acceptance of job. Any/All corrections will be completed prior to acceptance of the system.

3.5) Contractor will maintain sufficient spare parts in order to facilitate warranty repairs in a timely manner.

3.6) General Contractor will provide warranty and service for all parts and labor within forty-eight (48) hours notice for a period of one (1) year from the date of **ACCEPTANCE** by Spring Branch I.S.D. Police Department. The General Contractor will provide to S.B.I.S.D. Police Department, prior to "**ACCEPTANCE**" of the project, a copy of the agreement between the General Contractor and the Security Contractor that will provide warranty service. The Security Contractor that will provide warranty service may be other than PRIME project security contractor. Warranty Service Provider will be required to meet all requirements of an ***AUTHORIZED RADIONICS/BOSCH DEALER*** utilizing factory trained personnel/technicians **– NO EXCEPTIONS**.

3.7) General Contractor and/or Architect will provide Names, Addresses and Emergency Telephone Numbers of all primary contacts for Architects, General Contractors, Contractor(s), Sub-Contractor(s) and any other party(ies) involved in the installation of the system.

3.8) Wire Requirements:

A. All wire will be ***Underwriters Laboratories*** approved for the purpose it is used.

B. Data backbone wiring will be six (6) conductor, shielded cable with bleed wire, 18 AWG, stranded, CL2P low smoke plenum cable. Jacket color should be Grey. Other colors may be approved by Spring Branch I.S.D. Police Department. **Red will not be allowed**. Conductor colors will be RED, GREEN, BLACK, WHITE (or Yellow), BLUE, & BROWN. Red will be sensor power POSITIVE, Black will be sensor power NEGATIVE, Blue will be DATA POSITIVE, Brown will be DATA NEGATIVE, Green & White will be used for cable supervision. GREEN & White will be connected to a board point (Points 1 – 8) or POPIT point. It will be programmed as a 24 Hour Supervision Point. Point resistor (EOL) will be place at the furthermost end of the cable from the panel and location.

C. Zone loops will be 22AWG. (Or larger), four (4) conductor non-shielded, CL2P Low Smoke plenum cable. Jacket color should be White. **Red will not be allowed.**

Conductor colors will be RED, BLACK, GREEN & WHITE (or Yellow). RED will be sensor power POSITIVE, BLACK will be sensor power NEGATIVE, WHITE (Yellow) & GREEN will be ALARM CONTACTS.

D. Ground wire shall be 16 AWG. or larger solid copper. Panel will be grounded in accordance with ***RADIONICS/BOSCH INSTALLATION GUIDE*** and ***NEC CODE*** requirements.

E. All cable/wiring will be tested by vendor/contractor/sub-contractor with a meter for continuity, grounds, shorts and opens. Documentation will be provided to Spring Branch I.S.D. Police Department of test results. Any cable/wiring that does not pass will be replaced in its entirety and re-tested.

F. All wiring will be run in a manner as not to allow wire to be in contact with fluorescent lights or other data generating wiring/devices (data, telephone, video, etc.), steam, hot water or any other attachment that could or will cause damage, decay or interference. Wire runs in open/plenum ceilings should be run in a support ring, cable tray (NOT SHARED) or other devise. Cable runs may not rest on grid (lift out) “T-Bar” ceiling supports.

G. Wire/Cable **WILL BE** protected where deemed necessary to prevent damage. Wire to be run in conduit or metal wire mold as required. Plastic molding will not be allowed.

H. Power supply wire not part of six conductor data cable must be approved by Spring Branch I.S.D. Police Department PRIOR to installation. Wire/Cable will be 18 AWG. or larger, two (2) conductor, CL2P rated plenum cable. Jacket color optional (RED not allowed) to be approved by Spring Branch I.S.D. Police Department. Conductor color will be RED (White) & BLACK. Red (White) will be POSITIVE and Black will be NEGATIVE conductors.

I. All data cable wire runs WILL be in a continuous loop where possible. “T-Tapping” will not be allowed. NO EXCEPTIONS

J. Shield/Bleed Wires will be continuous, insulated and grounded only at the panel.

K. No existing wire may be used.

EXCEPTION – Case by Case **ONLY** with prior approval of the Spring Branch I.S.D. Police Department.

L. Wire exposed less than seven (7) feet above grade/floor or in risk of damage (by any means) will be in approved conduit/wire mold.

M. Pull strings will be placed on all data cable wire runs. Use of existing pull strings will be replaced.

N. All splice points **WILL BE SOLDERED** and insulated. A splice point is defined as where three (3) or more wires are connected at a common point.

R. Security Contractor will provide any and all telephone/data/communications cables required for Security System(s). Contractor will run 8 conductor, plenum rated Cat 5 cable(s) to the nearest Telephone/Data/Communications IDF/MDF. Coordination with the S.B.I.S.D. Telecommunications Department is required – **NO EXCEPTIONS.** Contractor will provide necessary jack(s) and terminate cable(s) on both ends.

10.0) Conduit may not be less than 3/4" in size. Conduit between non-connecting building to building will be not less than 2” in size.

10.1) Wire mold will be of a color suitable to the decor.

10.2) Conduit/Wire Mold will be dedicated to security alarm system **ONLY**. No sharing of conduit/wire mold will be allowed. This includes, but not limited to, floor, wall, underground and roof penetrations.

10.3) Conduit/Wire Mold required for system(s) installation(s) **WILL BE** the responsibility of the **SECURITY CONTRACTOR - NO EXCEPTIONS.**

10.4) The Security Contractor may contract the installation of the conduit/wire mold to others.

10.5) **ANY EQUIPMENT AND/OR CONDUIT PULL BOX SUBJECT TO VANDALISM WILL REQUIRE TAMPER RESISTANT AND/OR LOCKED ENCLOSURES.** This includes but not limited to outdoor manholes, ground level pull boxes, etc. Enclosures outdoors, subject to weather, humidity and any other adverse condition **WILL** require weather resident enclosures. Sharing of any pull boxes by any other systems/trades **WILL NOT BE ALLOWED – NO EXCEPTIONS**

10.6) Where applicable, industry standard concrete or tile cable duct may be used. Minimum tube size for concrete/tile duct must be two (2”) inches. Use of these products will require prior approval of S.B.I.S.D. Police Department.

10.7) Conduit, wire mold, concrete/tile duct, floor duct, distribution rings and any other devise
containing wire/cabling may not be more than seventy-five per cent (75%) occupied.

11) High voltage electrical power (90vac +) required for any/all portions of the security alarm project and conduit (etc.) between non-connecting buildings/wings will be the responsibility of the **PROJECT ELECTRICAL CONTRACTOR.**

EXCEPTION: If there is no project electrician, the Primary Security Contractor WILL be responsible for all high voltage circuits (110vac). Installation may be contracted to others (Electrical Contractor). ALL ordinances, permits, laws and AHJ regulations will be followed.

See Section 17 for additional requirements.

OTHER EQUIPMENT –

12.1) Alarm sensors Brand, Type, Range will be approved by Spring Branch I.S.D. Police Department **PRIOR** to installation and may be of the following or combination as job requires. **Shall** be of the latest revision or replacement for the Make/Model listed below.

12.2) The following is applicable at the time of the document revision 05/06 and subject to change by manufacturer prior to installation. Substitution of specified product will require notification and approval of the S.B.I.S.D. Police Department **PRIOR** to installation of substituted part(s).

12.3) During warranty period, if original part is no longer available, the contractor **WILL** use the latest version/replacement available from the manufacturer.

12.4) The following is a list of standard equipment used by S.B.I.S.D. Police Department. See Job worksheet(s) for specific equipment to be used:

A. C & K Model 6360 360 degree Ceiling Mount

B. Aleph XP40 Series P.I.R.

C. Aleph SP 360 D 360 deg. Ceiling mount.

D. C & K Dualtech Series 640/660

E. Detection's Systems DS 9360 Ceiling Mounted TriTech 360 deg. Motion Detector.

F. Aleph Photoelectric Beams

G. Sentrol (or equivalent) door contacts (NC).

H. Sentrol Weather Proof P.I.R. 6180 series for outdoor applications as needed.

I. C & K FG730 Glass Break Detectors

J. Radionics/Bosch/DS Brand sensors with built in POPITS WILL NOT BE ALLOWED.

K. Any other sensor approved or specified by Spring Branch I.S.D. Police Department.

Access Control Equipment. (Where required on a per job basis)

13.1) **All Access Control Systems Must Be Installed in accordance with ALL local, city, state and Authority Having Jurisdiction laws, regulations, codes, standards and ordinances**. **Coordinate emergency door release with the fire system contractor and/or S.B.I.S.D. Maintenance Department Fire Alarm Division.**

13.2) All interface, readers, electronic locks, etc. and other associated equipment must be compatible with the *RADIONICS/BOSCH* control panel(s). ***WIEGAND 26 bit*** format will

be used. Systems larger than eight (8) doors will have an additional set of specifications from this section (Sec. 15). Brand and model of systems larger than eight (8) doors could be of manufacturer other than *RADIONICS/BOSCH* and specified on a per job basis.
All door hardware and locking mechanisms **MUST** meet Spring Branch I.S.D. Locksmith's specifications.

13.3) Equipment as required per project may include:

A. Panel – *RADIONICS/BOSCH* D9412 – No Exceptions

B. Access Control Module *RADIONICS/BOSCH* D9210B

To be mounted above door to be controlled. Any other location will require written PRIOR approval of S.B.I.S.D. Police Department.

C. HID - 5365 Mini Prox Readers

D. HID - Proxkey II Proximity Keyfob - Quantity to be determined on a per project basis. Minimum of 100 units (key fobs) required.

E. Recommended locking hardware is *RUTHERFORD* brand or approved by Spring Branch I.S.D. Police. It will be of the 12vdc version. Door strikes will be of the "FAIL-SECURE" type. All locking hardware will be provided by the primary security contractor – **NO EXCEPTIONS.**

Use of Magnetic Locks on glass and/or aluminum doors is not recommended and will require PRIOR approval of the S.B.I.S.D. Police Department .

F. Wire and cable must be of the type used for Access Control equipment.

G. Power supplies must be of the type listed for Access Control Equipment. *ALTRONIX* brand and models are recommended.

H. "Request to Exit" devises, ie. buttons, P.I.R.s, etc. must be U. L. Listed and approved by the AHJ for use in access control systems.

I. Surge suppressors must be used on electronic locks per manufactures requirements.

J. "Request to Exit" P.I.R. recommended is the Detection Systems DS 1501 (Grey) or DS 1511 (White) as needed to blend with decor.

K. "Bio" readers (finger print, palm, retina eye scan, etc.) will be specified on a case by case basis.

14) All equipment will be securely mounted. No glue or double sided tape will be allowed. Plastic anchors will not be allowed on equipment mounted on the exterior of the building, to mount power supplies, POPIT or communicator enclosures.

15) Reuse of existing sensors, power supplies or other equipment may be approved on a case by case basis.

16) All equipment subject to abuse will be enclosed in protective boxes, screen cages or other enclosures of the type to be approved by Spring Branch I.S.D. Police Department. Also see Section 13 for additional requirements.

Power Supplies:

17.1) **Power Supplies** will be of sufficient size to meet the load demand with a twenty percent (20%) reserve capacity. Brand/Type/Model to be approved by Spring Branch I.S.D. Police Department.

17.2) Power supplies will be mounted in a location and height for ease of service. Height shall not exceed the ability of service from a six (6) foot ladder.

17.3) Power supplies will have a minimum back-up battery size of 12VDC7Ah. Transformers will be either hardwired or secured to the outlet.

High Voltage Electrical:

18.1) Dedicated electrical power associated with security alarm system **WILL BE** required. Any electrical work must meet NEC, City of Houston or other AHJ and be approved by the Spring Branch I.S.D. Maintenance Department.

18.2) High Voltage (90vac +) **Will Be** connected to a "HOT" breaker only by the **PROJECT ELECTRICAL CONTRACTOR.** Conduit and wiring may be installed by others. See Section 11 for **EXCEPTIONS**.

18.3) ANY and ALL high voltage circuits associated with the security systems(s) must be labeled at the breaker panel. Location of breaker panel and breaker number(s) MUST be included on the "as built" drawings – NO EXCEPTIONS.

19.1) Contractor will provide a copy of the programming and database **PRIOR** to the system(s) being programmed. Contractor will coordinate all programming and data base with the Spring Branch I.S.D. Police Department. **All programming will be done by the contractor with the exception of system users. System users and their pass cards will be programmed by the Spring Branch ISD Police Department.**

19.2) Security alarm programming requirements:
All spring branch ISD projects are to be programmed as follows:

A. Alarm point programming will use point indexes:

- 7 = perimeter instant
- Point type 1
- Point response 2

Point index 7 is used for all interior motion detectors, interior and exterior door contacts, and acoustical glass break sensors.

- 25 = entry exit delay point
- Point type 1
- Point response 5
- Entry delay 60 seconds

Point index 25 is used for perimeter entry exit doors or doors leading to a secure area.

- 13 = interior follower
- Point type 3
- Point response 5
- Entry delay 60 seconds

Point index 13 interior follower is used for alarm points associated with entry exit delay points.

Alarm point indexes 7 and 13 are to be programmed yes for:

- Bypassable
- Swinger bypass
- Bypass returnable
- Force arm returnable

B. Point descriptions (signage):

It is the responsibility of the contractor to verify that the room signage has not changed during the course of the project, any discrepancies between room signage and programmed alarm point text will be corrected by the contractor at his own expense.

Point descriptions are to match room signage and architectural drawings with device code and location in a room with multiple devices.

Example: A 302NW DC

- A = section
- 302 = room number
- NW = location of device in room
- DC = door contact (device code)

Another example: A3 CORR SE

- A3 = section and floor
- CORR = corridor
- SE = location in corridor

These examples pertain mainly to classrooms and corridors, when dealing with administrative offices, mechanical rooms, kitchen areas etc. use the room name.

Example:

- A100 CLINIC
- F100 DRY STOR
- A112 MECH RM

C. Since 90% of all alarm devices are motion detectors there is no need to distinguish it in the point description, however it is very important to distinguish glass break sensors and door contacts for custodial and staff to recognize doors that need to be secure in order to arm an area.

- Device codes:
- DC = door contact
- GB = glass break sensor

All alarm devices and keypads are to be assigned to their appropriate areas.

Example: area#

- 1 = main building
- 2 = kitchen
- 3 = gym/pe
- 4 = band/orchestra or fine arts
- 5 = security office

Master keypads will be located in specified areas of the building for custodial and staff to arm and disarm multiple areas.

Example:

- Custodial office
- Administrative office

19.2) As built drawings are to be submitted to not only the general contractor but to **Spring branch police department** with correct room signage and device location in order for jobs acceptance.

Any deviations of the scope of work must be approved in writing by **Spring branch police department** in order for jobs acceptance.

20) It is the responsibility of the security contractor to notify S.B.I.S.D. Police Department, prior to the installation of **ANY** portion of the project, that may result in a lack of 100% performance of any equipment/wire/cable/sensor/location/view/range. (Example- Motion detector with object blocking view [projection screen, television, door, wall, etc.]).
Failure to notify S.B.I.S.D. Police Department will result in the contractor correcting the problem at his expense.

21) **Spring Branch I.S.D. Police Department WILL have final authority for:**

A. Approval of all submittals, plans and specifications.

B. Parts/equipment brand, model, number and placement of same.

C. Cable and wiring.

D. Approval of changes and/or substitutions to any part of the project.

E. Acceptance of installed system.

F. Acceptance of programming and Data Base.

22) WARRANTY

Contractor will maintain sufficient spare parts in order to facilitate warranty repairs in a timely manner.

Contractor will provide warranty and service for all parts and labor within forty-eight (48) hours notice for a period of one (1) year from the date of **ACCEPTANCE** by Spring Branch I.S.D. Police Department.

WARRANTY PERIOD BEGINS AT THE TIME OF ACCEPTANCE OF THE SECURITY ALARM PROJECT BY THE SPRING BRANCH I.S.D. POLICE DEPARTMENT AND IS INDEPENDENT OF ANY OTHER WARRANTY SPECIFIED IN OTHER SECTIONS OF THE JOB DOCUMENT AND/OR CONTRACT.

23) **APPROVED CONTRACTORS** – The following is a list of contractors that are approved, meet specifications and have successfully done work for S.B.I.S.D. Police Department. Names, Addresses and other information is correct at the time this document was created and subject to changes and revisions:

END OF DOCUMENT
02/09

END OF SECTION

SECTION 17790 – CCTV SURVEILLANCE SYSTEM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The General Provisions of the Contract, including General, Supplementary and Special Conditions, apply to the work specified in this Section.

1.02 GENERAL REQUIREMENTS

A. CONTRACTOR QUALIFICATIONS

1. The installing contractor shall be licensed by the State of Texas as a security services contractor. The installing contractor shall be a verifiable Bosch/Radionics dealer. Installing technicians shall be certified for each system they install.

2. The installing contractor shall provide 24-hour, 365-days per year emergency service.

3. The installing contractor shall have been actively engaged in the business of selling, installing, and servicing security alarm systems for at least five (5) years.

4. Security subcontractors must be pre-qualified to bid on this project. The following contractors have been pre-qualified:

Advantage Security Integration
Ascot Inc.
Chubb Security Systems
Convergint Technologies
Fire Safe Protection Services
IPI Security
Security Link from Ameritech

B. CODES AND STANDARDS

The system shall comply with all applicable codes and standards as follows:

1. Local and state building codes.

2. Underwriters Laboratory requirements and listings for use in security alarm systems.

3. National Electrical Code Articles 760, 726 and 800.

4. Requirements of all local authorities having jurisdiction.

C. WIRING: Wiring for the system shall be in accordance with the National Code and system manufacturer's recommendations. Wire color must be acceptable to SBISD and RED is not allowed. Wire must be plenum rated or installed in conduit.

PART 2 - SYSTEMS

2.01 GENERAL:

A. There is an existing CCTV system installed in the Spring Woods High School. This system shall be upgraded and expanded to accommodate the new camera added where shown on the drawings.

B. Prior to any work, field verify the operation of existing equipment and note in writing to the Architect any item that is not operational. At the discretion of the Architect/Owner, he shall issue a Change Order to correct deficiencies, or Owner's Maintenance Department will correct them. At the end of the project the complete system shall be operating to the satisfaction of the Owner.

C. The existing system shall remain operable during construction and must provide continuous coverage and protection of school district property during construction.

D. Prior to start of construction, contractor shall attend a pre-construction meeting with the Architect/Owner/Engineer to confirm the project requirements and installation.

E. All equipment and materials shall be Underwriter's Laboratories, Inc. approved for the purpose it is being used.

2.02 EQUIPMENT

A. Cameras: Mini-dome Camera: Panasonic WV-CW484AS

B. Camera Lens: Computer Model TG2Z3514FCS 1/3" 3.5-8.0mm A1

C. Camera Housings: Outdoors: Pelco Model EH3512MT with SS3512 sun shield

D. Camera Mountings: Outdoor Mini-Dome: Panasonic PWM-484S

PART 3 - EXECUTION

3.01 SUBMITTALS

A. The installing contractor shall provide complete and detail shop drawings which include:

1. Control panel wiring and interconnection schematics.
2. Complete point to point wiring diagrams.
3. System block diagram.
4. Complete floor plan drawings locating all system devices.
5. Partitioning information for each installed device.
6. Factory data sheets on each piece of equipment proposed.
7. System operational description.
8. Complete system bill of material.

B. All submittal data will be bound form with cover sheet containing all items defined in Section 16050 plus The State of Texas security contractor license number adequately identified.

C. Only basic equipment devices have been shown on the contract documents. It is the contractors responsibility to submit for approval the complete engineered system configuration and layouts showing all devices, wiring, conduit and locations allows with other required information as specified herein.

3.02 INSTALLATION

A. General: The installation of the system, equipment and wiring shall be installed and tested in accordance with the manufacturer's specifications and installation instructions, as well as these Drawings and Specifications.

B. Wiring

1. All wiring shall be in accordance with the National Electrical Code and manufacturers recommendations.

2. Signal wiring shall be plenum rated coax cable with 95% copper braid shield and solid copper center conductor, suitable for the signal distance, minimum RG6U.

3. Power wiring shall be minimum 16 gauge copper. No more than one camera per power cable.

4. No A.C. wiring or any other wiring shall be installed in the same conduit as the security alarm wiring.

5. No A.C. wiring or any other wiring shall be installed in the same conduit as the CCTV wiring.

C. Conduit/Raceway

Conduit and raceway system to installed in all mechanical rooms and through all inaccessible ceiling areas. Minimum conduit sizes to be 3/4" EMT.

D. Equipment Mounting

All cameras shall be securely bolted to brick or block walls. Ceiling mounted cameras shall have brackets to span across ceiling tees or sheetrock structure. Do not support from ceiling tiles.

3.03 TEST AND REPORTS

A. The installing contractor shall functionally test each and every new device in the system for proper operation and response. In addition, each circuit in the system shall be fully tested for wiring supervision. Any items found not properly installed or non-functioning shall be replaced or repaired and retested without any expense to the owner.

B. System event history printout to be provided to owner in record documents.

3.04 TRAINING

A. INITIAL TRAINING: Shall occur after receipt of O&M Manuals and before Substantial Completion.

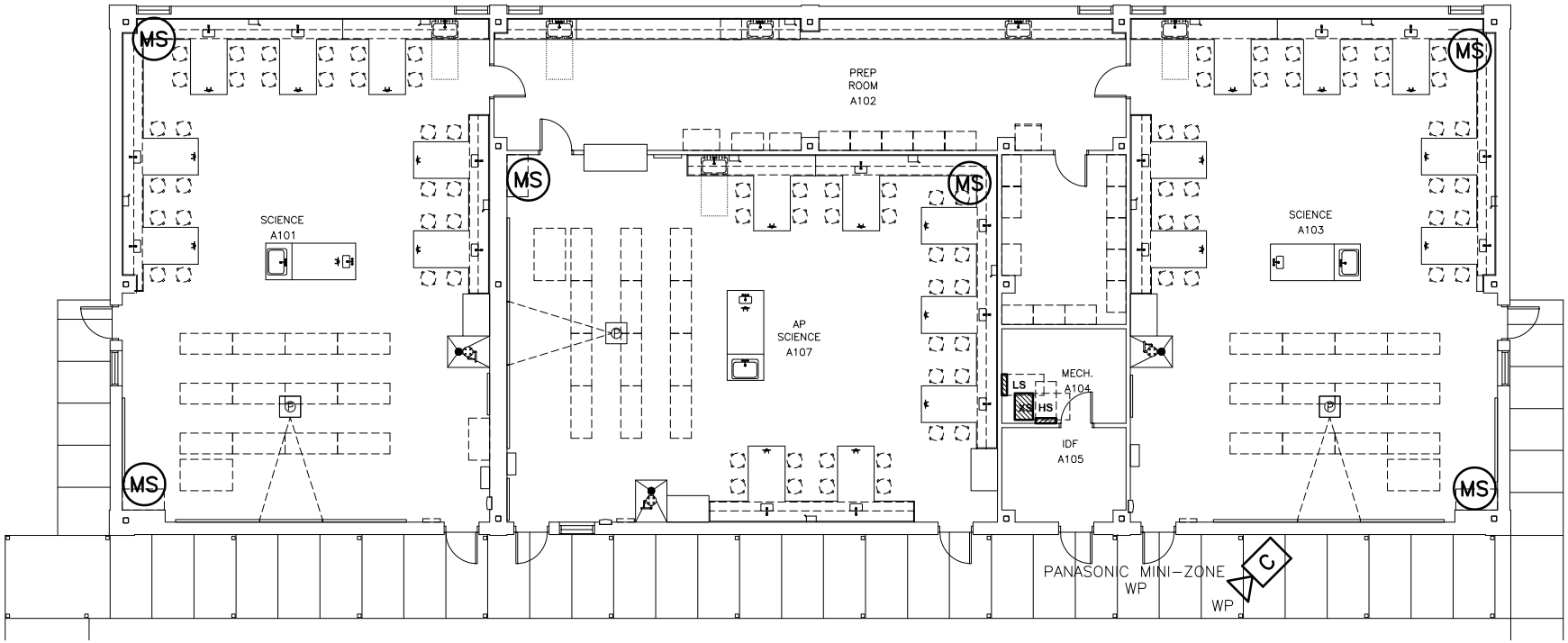
1. User – Principal, Assistant Principal, Principal's Secretary, Director of Security - Instructions on Operating System. 1 Hour at the Campus

2. Maintenance – Maintenance Supervisor - Maintenance of Equipment, location of Panel, sub-panels, general operation and replacement of parts. 1 Hours at the Campus

3.05 WARRANTY

The CCTV system modifications, including labor and material, shall be free from defects in workmanship and materials, under normal use and service, for a period of one year from the date of acceptance or beneficial occupancy, whichever shall occur first. Any equipment or workmanship shown to be defective shall be repaired, replaced or adjusted during normal working hours within 48 hours of notification, at no cost to the owner.

END OF SECTION

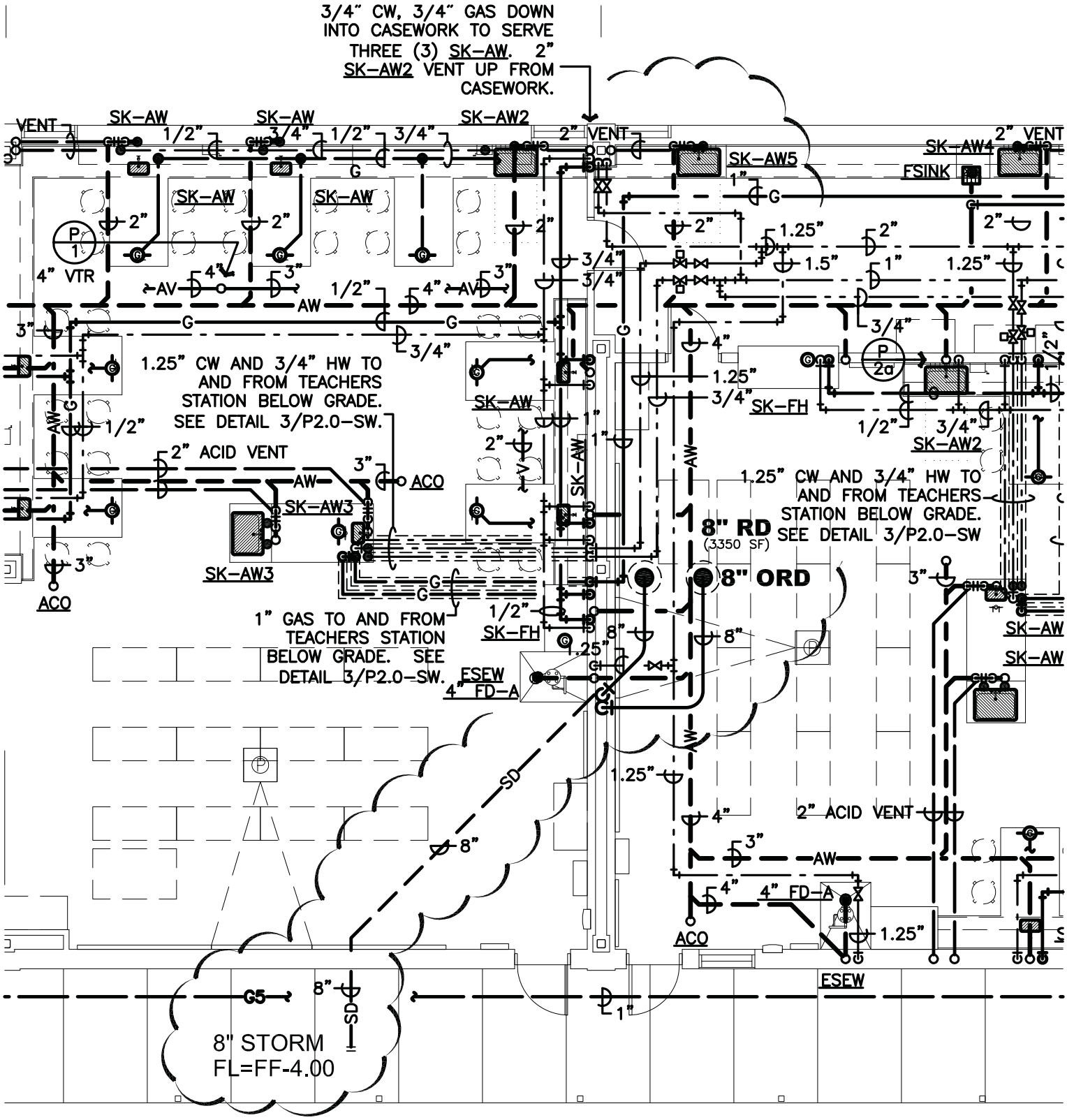


SECURITY SYSTEM FLOOR PLAN

BAY ARCHITECTS
18201 GULF FREEWAY
P.O. BOX 891209
HOUSTON, TEXAS 77289
281.286.6605

ADD04-E1-sw

0837
1/16" =1'-0"
July 10, 2009
E1.0-sw

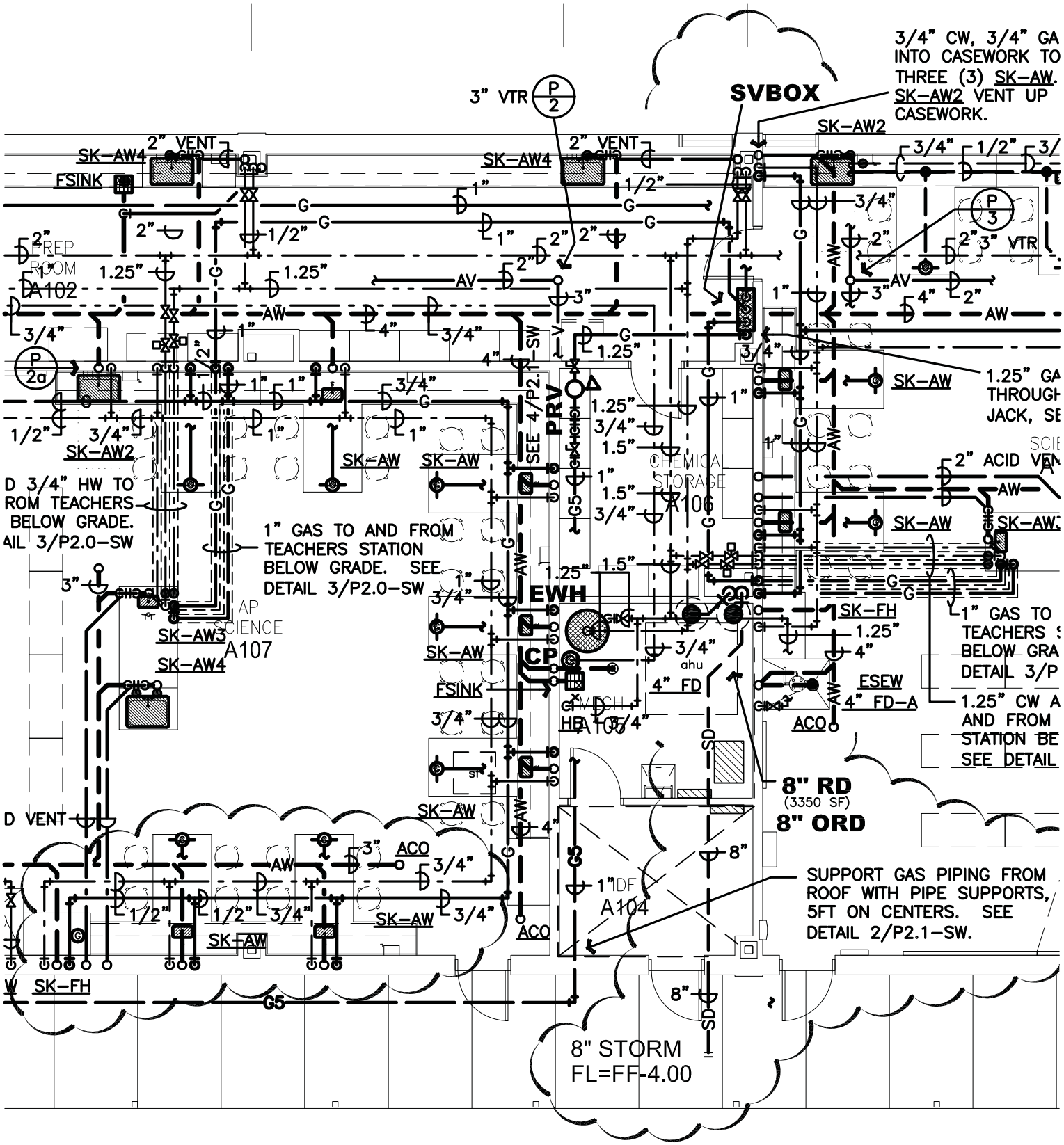


ORT GAS PIPING FROM

PARTIAL PLUMBING FLOOR PLAN

BAY ARCHITECTS
18201 GULF FREEWAY
P.O. BOX 891209
HOUSTON, TEXAS 77289
281.286.6605

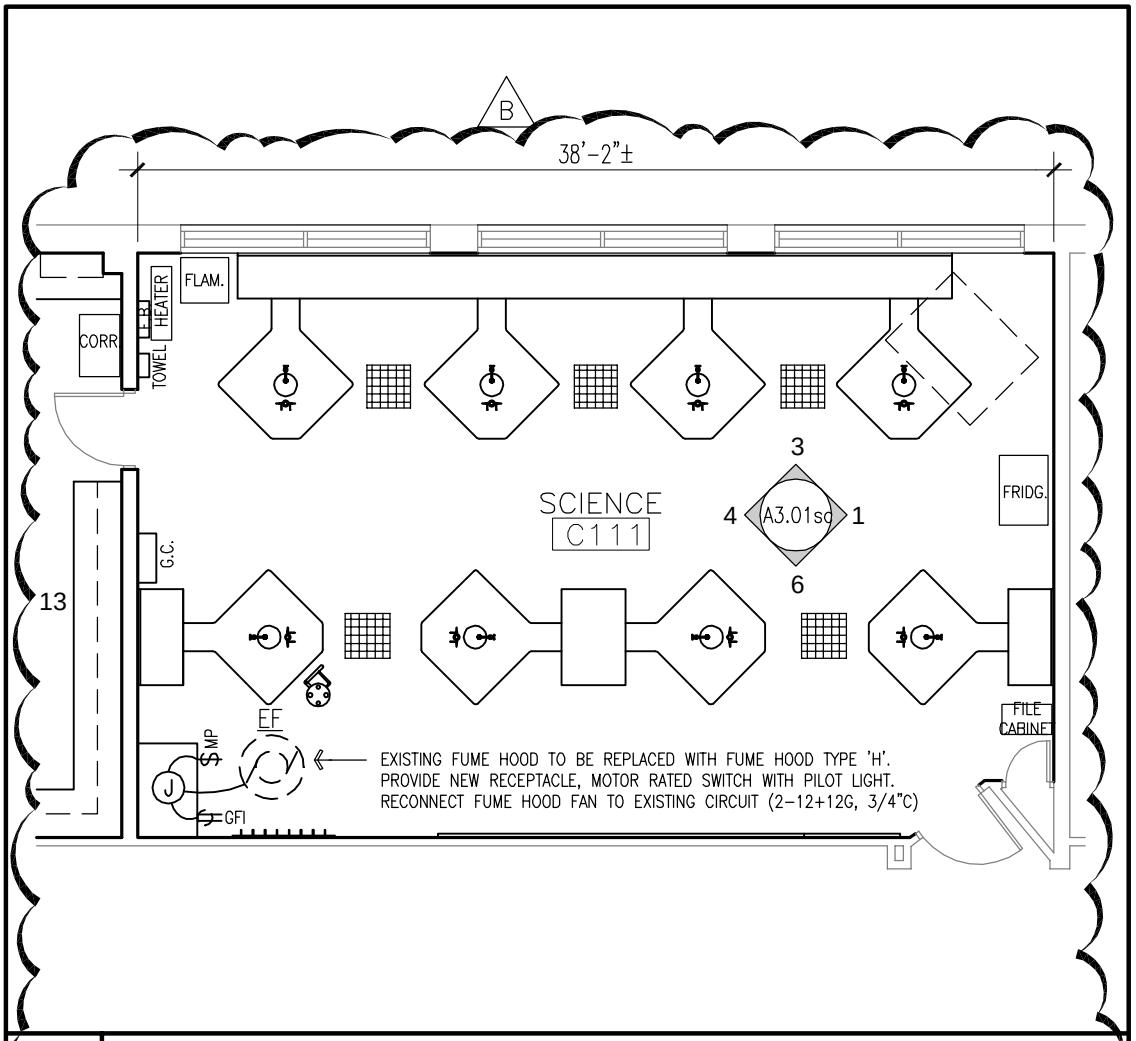
ADD04-SKP-01
0837
07/22/2009



PARTIAL PLUMBING FLOOR PLAN

BAY ARCHITECTS
18201 GULF FREEWAY
P.O. BOX 891209
HOUSTON, TEXAS 77289
281.286.6605

ADD04-SKP-02
0837
07/22/2009



3 FUME HOOD ELECTRICAL 1/8" = 1'-0"

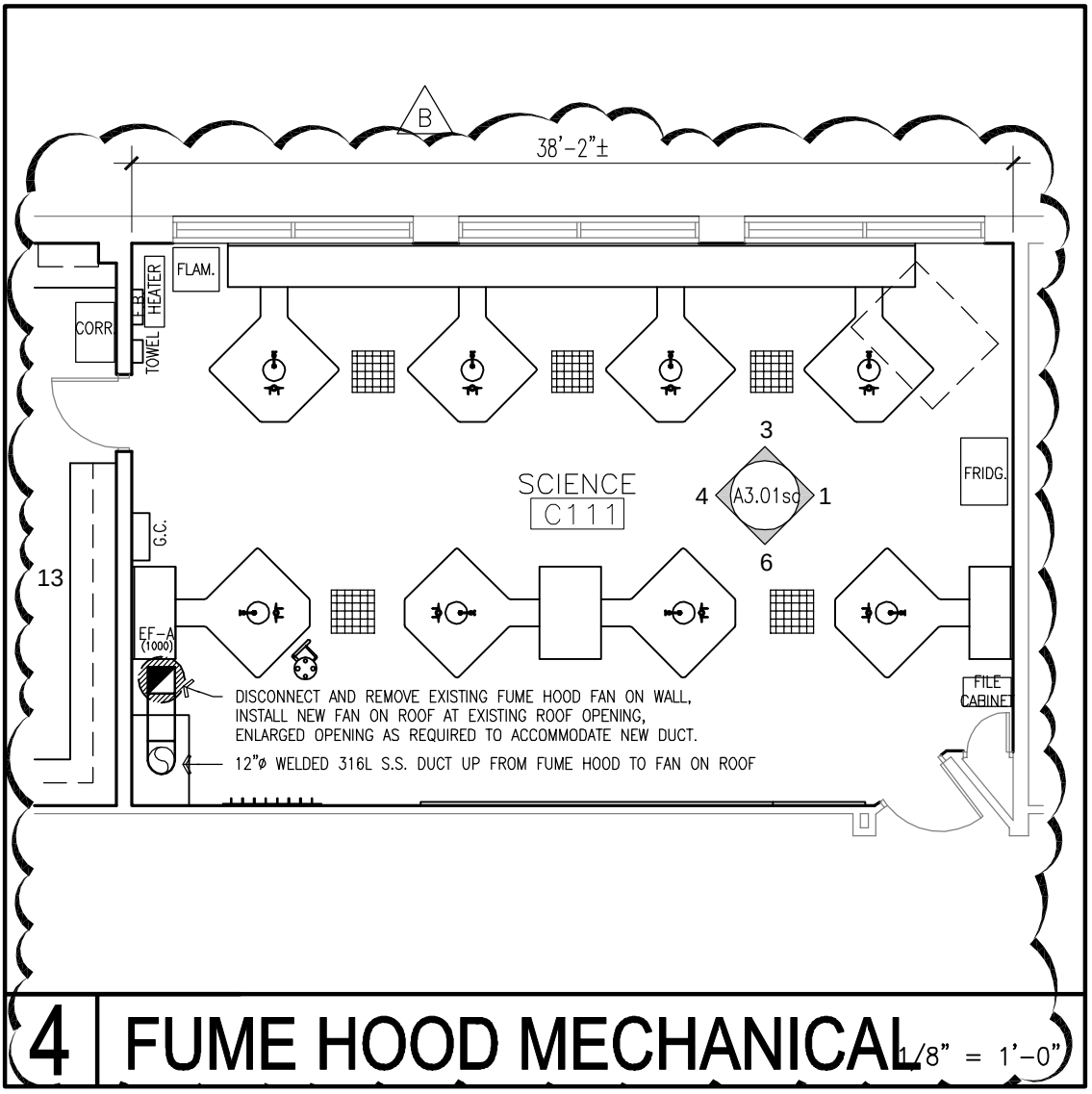
3/A2.01-sc: FUMEHOOD ELECTRICAL

BAY ARCHITECTS
18201 GULF FREEWAY
P.O. BOX 891209
HOUSTON, TEXAS 77289
281.286.6605

SCIENCE 4x4
SPRING BRANCH

B ADD#4
ADD 04 - 60

ASK-ADD4.1
0837
1/8" = 1'-0"
07/22/2009
SC-A0201-pln-0837.dwg



4 FUME HOOD MECHANICAL 1/8" = 1'-0"

4/A2.01-sc: FUMEHOOD MECHANICAL

BAY ARCHITECTS
18201 GULF FREEWAY
P.O. BOX 891209
HOUSTON, TEXAS 77289
281.286.6605

SCIENCE 4x4
SPRING BRANCH

B ADD#4
ADD 04 - 61

ASK-ADD4.2
0837
1/8" = 1'-0"
07/22/2009
SC-A0201-pln-0837.dwg

B

SC - EXHAUST FAN SCHEDULE

MARK	EF-A
SERVES	FUME HOOD
TYPE	ROOF-CTV
DRIVE	BELT
CFM	1,000
STATIC PRESSURE	0.375"
SIZE	12
DESIGN H.P.	1/6 H.P.
VOLTAGE	115V
COOK MODEL#	120 ACEB
MAXIMUM SONES	7.5

PROVIDE INSULATED ROOF CURB, BACKDRAFT DAMPER, BIRDSCREEN & DISCONNECT SWITCH. FAN SHALL BE EXPLOSION PROOF CONSTRUCTION WITH 6 MIL. HERSESITE COATING, (IN & OUT).

5 EXHAUST SCHEDULE

5/A2.01-sc: EXHAUST SCHEDULE

BAY ARCHITECTS
18201 GULF FREEWAY
P.O. BOX 891209
HOUSTON, TEXAS 77289
281.286.6605

SCIENCE 4x4
SPRING BRANCH

A ADD#3
ADD 04 - 62

ASK-ADD4.3
0837
1/8" = 1'-0"
07/22/2009
SC-A0201-pln-0837.dwg