

REQUEST FOR PROPOSAL

FANNIN COUNTY COURTHOUSE PHASE II INTERIOR & EXTERIOR RESTORATION BONHAM, TEXAS



Prepared by



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Fannin County Courthouse Restoration

REQUEST FOR PROPOSAL

FANNIN COUNTY COURTHOUSE RESTORATION

BONHAM, TEXAS

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SECTION 01

INVITATION TO BID INSTRUCTIONS TO BIDDERS



REQUEST FOR LUMP SUM PROPOSALS

FANNIN COUNTY COURTHOUSE EXTERIOR RESTORATION

BONHAM, TEXAS

You are invited to submit your Lump Sum Proposal (LSP) for all labor, material, equipment, required taxes, and other necessary items to complete the work in your trade for this project. The LSP's are to be in strict accordance with the Plans and Project Manual prepared by Architexas.

Project Description:

Clean mastic and paint from exterior limestone on all four elevations of the existing Fannin County Courthouse. Restoring surface material to its original state.

All work is to be bid in strict accordance with the Package(s) contained herein, this RFP and the Contract Documents. However, cost saving suggestions are acceptable and encouraged and are to be bid as voluntary alternates to the base bid plans and specification. All work is to be bid in strict accordance with the Request for Proposal Manual and contract documents. Please refer to the Request for Proposal Manual for Instructions to Bidders, Insurance requirements, Proposal Forms, etc.

Proposal documents may be downloaded from Building Connected or Fannin County 's website: <http://www.co.fannin.tx.us>. All Trade Partners must provide a current W-9 form for Fannin County Trade Partner qualifications.

Proposals are to be submitted to County Purchasing Agents office at, 200 East 1st Street, Bonham TX 75418, Attention PURCHASING, on or before 2:00 PM, March 28, 2019. They may also be submitted by e-mail to Michelle Case (mcase@fannin.co.net) and copied to Alicia Whipple (awhipple@fanninco.net) and Tony Jarecki (tjarecki@tcco.com) by 2:00 pm March 28, 2019.



SECTION 1
INSTRUCTIONS TO BIDDERS
FANNIN COUNTY COURTHOUSE
HISTORIC RESTORATION
BONHAM, TEXAS

A. Invitation to Bid:

Fannin County is requesting Competitive Lump Sum Sealed Proposals for all labor, material, equipment and other items necessary to complete the work of your trade for the **Fannin County Courthouse Phase II Interior & Exterior Restoration, Bonham, Texas** at the time and date specified below. Proposals are to be in accordance with the Contract Documents as prepared by Architexas, their consultants, Fannin County and their Construction Management Agent (CMA), Turner Construction Company (Turner), Request for Proposal dated Month 28, 2019.

B. Scope of the Project:

Clean mastic and paint from exterior limestone on all four elevations of the existing Fannin County Courthouse. Restoring surface material to its original state.

C. Schedule Compliance

Time is of the essence on this Project and your Proposal shall reflect and include an assertive, expeditious approach to schedule compliance.

The overall project schedule for this project will commence approximately **April, 2019** with overall Project substantial completion **October, 2020**.

1. Bidders are to include in their proposal all costs required to achieve the schedule and the bidder agrees that by submitting a proposal that no additional overtime or premium payments shall be made for schedule compliance once they have been awarded the Work.
2. Bidders recognize that more than one mobilization may be necessary to accomplish the work and has included more than one mobilization where necessary.
3. Bidders recognize that there will be off normal business hours work, of out of sequence and "comeback work", and stacked trades work and shall include any costs associated with the "off-hour", out of sequence and "comeback work" and stacked trades work in its bid. Bidder also recognizes that some work will have to be performed outside of "normal" working hours and will be performed at night and/or on weekends at the discretion of Fannin County and their agents, and that this has been included in the bid.
4. Bidder recognizes in preparing its proposal that it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the bidder or its trade partner's.
5. The bidder acknowledges and understands that the ability to complete the Work in the least amount of time and in accordance with the Preliminary Schedule shall be taken into consideration for award of the Work.



D. Proposal Instructions:

1. This Request for Proposal shall become a binding part of the Contract.
2. The "Base Proposal" is to be quoted strictly in accordance with the plans and specifications as prepared by the Architect and its consultants and CMA's "Scope of Work" for the trade. Proposals not quoted per plans and specifications and Turner's "Scope of Work" may be subject to rejection as a non-responsive Proposal.

Should the bidder wish to quote alternative materials, equipment or systems then it shall do so as a "voluntary alternate" to the "base proposal". Voluntary cost-saving alternates should be presented on separate sheets with your Proposal.

We strongly urge you to propose voluntary cost savings as alternates to your base proposal. Those cost savings alternates that are acceptable to the Owner, Architect, Texas Historical Commission (THC), and Turner will be used in the evaluation of your Proposal and the successful bidder may be selected on the basis of the voluntary cost-saving alternates.

Multi-Prime Contracts will be awarded based off bid packages combined to accommodate the County's requirements for bonding, schedule and availability of qualified manpower.

3. No extension of the bid time and/or date shall be allowed without specific written authorization from the Owner or it's agent.
4. All proposals must be held firm for acceptance for a period of not less than **ninety (90)** calendar days.
5. **In the event of a conflict between these RFP requirements and the Bidding Requirements section of the Architect's Project Manual, assume that the requirements of the RFP govern.**
6. The Owner does qualify for exemption from state and local taxes. Sales tax shall still be included in all proposals on all incorporated material as required by governing tax laws.

The successful bidder shall enter into agreement with Fannin County on the basis of the attached contract agreement (Form 367) without exception, restriction or modification. Copies of these forms of agreement are included in Section 6 of this RFP. Multi-Prime Contracts will be awarded based off bid packages combined to accommodate the County's requirements for bonding, schedule and availability of qualified manpower.

7. In responding to this RFP the bidder understands that the "Site Specific Safety Program" (Section 07 of this manual) shall be made part of any Agreement and should be considered when preparing your Proposal.
8. Proposal documents may be obtained via Building Connected or Fannin County's website Site: <http://www.co.fannin.tx.us>. Questions during the bid process shall be submitted in writing, on your company letterhead, by email to Tony Jarecki (tjarecki@tcco.com). **Dead line for asking Questions will be March 22, 2019 @ 2:00 pm.**
9. Bidder shall include providing one (1) man-day of clean up labor for every 40 man-days worked as its contribution to a composite cleanup crew for general building cleaning.
10. Bidder shall include daily clean up of all trash and debris at dumpsters located on site. Project will provide the dumpster and be responsible for offsite disposal at no cost to the bidder except for the following trades: Demolition, Concrete, Masonry, Earthwork, Steel, Misc. Steel and Site Utilities. These trades shall provide their own trash removal.
11. Cost of utility consumption charges for power to be paid for by others.



12. A pre-bid meeting will be held on **March 19, 2019 @ 2:00 pm** at the project site (**101 E. Sam Rayburn Dr. Bonham, TX 75418**) for interested Trade Partners prior to submitting their Proposal to ensure a complete understanding of the existing site conditions and Scope of Work.
13. Bidders shall be responsible for all receiving, unloading, hoisting, stocking/distribution and installation of all materials on the site and into the building. All materials received and stored on site must be elevated from the ground by use of carts, pallets, dunnage, or containers. At no time shall material be left in paths of egress, pathways or other areas that will prevent the movement of manpower and material.
14. Reasonable care and protection of the work of others is required by all trades.
15. This is a non-tobacco usage site. Tobacco products are not allowed within the building, this includes vapor cigarettes and electronic cigarettes.
16. Any required equipment necessary to perform the work under a Bid Package is required to be included in the Package. All hoisting necessary shall be included to perform the work shall be included in the proposal. A project elevator may be available near project completion, but only during that specific phase which includes the new elevator. All usage to be coordinated with Turner.
17. Proposal shall be based on a five percent (5%) retainage withheld for all work until 30 days after final acceptance of the entire Project.
18. Bidders are to familiarize themselves with and base their proposal on the requirements contained in **Section 3 – Additional Provisions** of this RFP as this section further describes the scope of the work to be bid on and contracted for and expands the contract language contained in **Section 6 - Form of Agreements**.
19. OSHA 30-Hour Training:

The successful bidders and their trade partners shall commit their key field supervisory staff to register and complete, within three (3) months of award, the OSHA 30-Hour Safety Certification training course or submit proof of Certification that key field supervisory staff have already successfully completed the OSHA 30-Hour Safety Certification training course from a recognized industry training source within the past three (3) years.

Immediately upon award, Trade Partner and its lower tiered trade partners shall submit in writing to Fannin County's Purchasing Department, the names and proof of the OSHA 30-Hour trained field supervisory staff on the project and/or the names of field supervisory staff on the project that will be trained.

E. Insurance Requirements:

By submitting a Bid, the Bidder agrees to compliance with all insurance requirements and to provide Trade Partner's required coverage in accordance with **Section 11** of this RFP without exception, restriction or modification. This includes the cost of naming the Owner, Turner Construction Company and any other designated agency of the Owner's as additional insured for all insurance coverage and the acceptance of the indemnification and hold harmless clauses contained within the Trade Partner Agreement. The Bidder acknowledges that no work shall commence until such time as all insurance documents have been provided, reviewed and accepted by Owner as being in accordance with the requirements of the Trade Partner Agreement. The Bidder acknowledges that the Bidder at no additional expense to the Owner or its agents, shall remedy any delay in the commencement of the Bidder's work as the result of failure on the part of the Bidder to provide the required coverage in a timely manner.



F. Proposal Submittal:

1. **Sealed Proposals are to be submitted to the Fannin County Purchasing, 200 East 1st Street, Bonham TX 75418, Attention Michelle Case**, or faxed to 214-594-9283 on or before 2:00 PM, March 28, 2019; or e-mail to **Michelle Case (mcase@fanninco.net)** and copied to **Alicia Whipple (awhipple@fanninco.net)** and **Tony Jarecki (tjarecki@tcco.com)** with **Fannin County Courthouse Restoration – (Bid Package # 04.01 Exterior Stone Cleaning)** in the e-mail subject line.
2. Envelopes containing proposals are to be sealed and marked with a notation on the lower left hand corner of the envelope, **“REQUEST FOR PROPOSAL ON “Fannin County Courthouse Restoration”, AND INDICATE “BID PROPOSAL”**.
3. The Proposal must be submitted in writing on the Proposal Form supplied with this RFP package. **ALSO THE SCOPE OF WORK FOR ALL APPLICABLE BID PACKAGES AND THE TRADE SPECIFIC SCOPE OF WORK SHALL BE SIGNED INDICATING COMPLIANCE WITH THE RFP PACKAGE**. Proposals not submitted on this form or without the signed scopes of works may be cause for rejection.
4. Fannin County reserve the right to reject any or all Proposals and to waive irregularities or formalities as may be deemed in the Owner's interests.
5. The following information is to be provided as an attachment to your Proposal:
 - a. Provide a list of three (3) similar projects that your company has completed in the past five (5) years including name of project, year completed, Owner's name, Architect's name, dollar value, square footage, project duration, and General Contractor reference (including name of person to contact and telephone number).
 - b. Provide written statement from surety company authorized to do business in the State of Texas that Bidder qualifies for bonding to the full proposal capacity, if not, provide willingness to be included under a Multi-Prime contract agreement in order to conduct work on behalf of the COUNTY.
 - b. Provide the quantity of the available manpower and equipment that can be committed to this project.
 - c. Provide resumes of the Project Manager and Project Superintendent to be assigned to this project.
 - d. Scope of work from Section 3 signed and dated.

G. Proposal Documents:

The following documents are attached herewith or are available for inspection in Fannin County Purchasing office and on-line at Building Connected. Each of these documents will be considered a formal Proposal Document by firms making Proposals and each bidder shall be bound to them.

- Request for Proposal
- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Additional Provisions
- Documents List (not included)
- Supplemental Conditions (not included)
- Form of Agreement (Form 367)



- Site Specific Safety Program (not included)
- Project Schedule (not included)
- Trade Partner | Vendor Pre-Qualification Statement
- Insurance and Bond Requirements
- Equal Employment Opportunity Policy & Harassment Policy (not included)
- Site Specific Quality Assurance | Quality Control Plan (not included)
- Geotechnical Report (not included)
- Specifications
- Drawings (not included)
- Photos

H. Criteria for Selection:

Criteria on which a trade partner award will be made include the following:

1. Base Proposal Amount.
2. Historical Restoration construction experience.
3. Proposed Project Team
4. Bonding Capacity
5. Experience on similar projects.
6. Acceptable references from other Owners.
7. Current job workload and manpower availability.

I. Equal Employment Opportunity:

The Trade Partner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Trade Partner will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Trade Partner agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Trade Partner shall in all solicitations or advertisements for employees placed by or on behalf of the Trade Partner state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. Furthermore, the Trade Partner will comply with all the necessary provisions of Executive Order No. 11246 dated 9/24/98.

J. Professional Liability (E&O) Insurance:

For work of the Documents or Scopes requiring stamped and sealed drawings and/or calculations, the Contractor, Trade Partner, Vendor is required to provide Professional Liability Insurance with an insured amount no less than Two Million (\$2,000,000) Dollars per claim. Contractor, Trade Partner, Vendor is responsible for all deductibles associated with this policy. Stamped and sealed drawings will be stamped and sealed by a registered Professional Engineer with valid and active registration/licensure in the State of Texas from the responsible appropriate engineering discipline.

END OF REQUEST FOR PROPOSAL

SECTION 02

BID FORM

BID FORM INFORMATION:

Lump Sum Bid Amount: _____

Texas Historic Commission (THC) requests the following breakdown for the project which will become your schedule of values for the project.

North Elevation (Labor): _____

North Elevation (Materials & Equipment: _____

South Elevation (Labor): _____

South Elevation (Materials & Equipment: _____

East Elevation (Labor): _____

East Elevation (Materials & Equipment: _____

West Elevation (Labor): _____

West Elevation (Materials & Equipment: _____

Sales Tax is Exempt from Bid Proposal for ALL INCORPORATED SCOPE

ADDITIONAL BIDDER INFORMATION:

Clean Up Included (Total Labor Hours): _____

Duration required per Elevation (Work Days): North: _____

South: _____

East: _____

West: _____

ADDITIONAL BIDDER EXCLUSIONS OR CLARIFICATIONS:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

SECTION 03

ADDITIONAL PROVISIONS

ADDITIONAL PROVISIONS

Package #04.01 – Exterior Skin Cleaning

PROJECT INFORMATION:

Project Name:	Fannin County Courthouse Restoration
Project Number:	FCC Project #1737 & TCCo Project # TBD
Pre-Bid Meeting Date & Time:	March 19, 2019 at 2:00 PM CST
Pre-bid meeting will be held at the Fannin County Courthouse	
Bid Date & Time:	March 28, 2019 at 2:00 PM CST

SPECIFIC INSTRUCTIONS TO BIDDERS:

The following, without limitations, further describes (a) the "Work", (b) any unit prices applicable to the Work, and (c) any and all qualifications and clarifications with respect to the Work:

SPECIFIC INCLUSIONS:

The specific inclusions are, but not limited to, the following items:

1. Provide all personal, public, and environmental safety precautions in accordance with local, Federal, EPA, and OSHA requirements. It shall be the trade partner responsibility to place and construct the necessary warning signs and barricades around the site to protect the general public from injury during the performance of this Scope of Work.
2. Include in your proposal temporary toilet(s) per OSHA standards for the peak number of employees on-site during your scope of work.
3. Trade partner shall not damage existing fire hydrants, street lights, traffic signals, underground utilities or other appurtenances in the vicinity of the site during the performance of the Work.
4. Include all labor, materials, equipment, hoisting, scaffolding or aerial lifts, shoring, permits, and all waste and hazardous material removal associated with your scope of work. Provide final cleaning of site prior to demobilization.
5. Notify Construction Manager agent (CMA) prior to beginning work if surfaces prepared by previous contractor is unacceptable. If substrate defects are not brought to CMA's attention prior to commencing work, corrective work will be done at no additional cost or schedule delays to the project.
6. Coordinate mobilization and laydown area with the CMA prior to arriving on site.
7. Include cleaning of all exterior skin elements (exterior stone, concrete, and cast stone) as shown and described in Bid documents including but not limited to the following sections of the Project Manual.
 - Division 00 – Procurement & Contracting Requirements (*Limited*)
 - Division 01 – General Requirements (*Limited*)
 - Section 02 4119 Selective Demolition
 - Section 04 0344 Masonry Cleaning
8. Include mockup of each cleaning condition for review and approval by design team. Follow the instructions, procedures and review comments established during mockup on the remaining scope of work.
9. Sandblasting is prohibited. Do not damage existing surfaces. Leave surfaces uniform in appearance prior to demobilization.
10. Provide necessary submittals, certifications, shop drawings, warranties, and closeout documentation required for approval and construction.
11. Include all testing, licenses, permits, and documentation required for your work.

12. The project will require payment and performance bonds by the subcontractor in 10-days of award.

Comply with the following instructions as outlined in the drawings

- Clean existing limestone surfaces with approved procedures noted in project manual and report from WJE.
 - Provide mockup to determine appropriate method with gentlest means possible.
 - Sandblasting and use of non-proprietary acids is prohibited.
 - Follow manufacturer's instructions and procedures established during preparation of mockup.
 - Do not damage existing surfaces. Leave surfaces uniform in appearance prior to patch application.
 - The existing paint layers underneath the mastic on the exterior masonry is known to contain lead. Waste generated by coating removal process shall be classified as hazardous material and shall be removed in accordance with EPA and OSHA guidelines. Include all permits, licenses, and documentation required for this work.
13. Include LEAD abatement requirements as listed in the environmental consultant instructions. Should these instructions not clearly indicate removal procedures, provide written clarifications in your proposal on procedures utilized for pricing and these procedures will be reviewed and instructions modified is acceptable. Provide with proposal your companies or individuals certifications in the removal of LEAD based hazardous materials and certify the disposal will be handled per the State of Texas and Environmental Protection Agency (EPA) guidelines.
14. Temporarily remove protective window opening covers and carefully remove non-original brick masonry at built up window sills to clean limestone beyond. Repair as required and reinstall temporary protective window opening covers upon completion.
15. Provide as a part of your proposal a breakdown of the labor, equipment and materials costs. In addition to these breakdowns, the County requires the trade partner to provide a breakdown of your general conditions costs (cost for managing the project) and your profit (fee).
16. Proposals from the trade partner are lump sum and the breakdown provided to the County is for accounting purposes for the Texas Historic Commission (THC). All information provided to the County is a public record and can be obtained by the public at large through the Freedom of Information Act.
17. Each trade partner will be contracting with the County of Fannin directly and will be required to execute an agreement with the County. An example of this Agreement is included in this package.
18. The overall construction schedule consists of construction starting on or around April 01, 2019 with substantial completion on or around October 31, 2020. This scope of work is being completed as an early release package and your work will be completed prior to the commencement of the main project scope of work. Provide within your proposal the lead-time required for submittals, material delivery (including cleaning solvents) and the overall duration of the scope of work from start to finish.
19. At the end of each workday, the trade partner shall clean sidewalks, streets, and any adjacent property of any debris caused by the cleaning operations. Should the County have to clean up on the trade partner's behalf, the trade partner will be responsible for the cost.
20. Trade Partner shall coordinate acceptable work hours with the City of Bonham, CMA, and Fannin County requirements.
21. Trade Partner shall obtain a permit for the work performed with the City of Bonham prior to starting construction. Permit cost should not be required but costs for registering as a contractor in the City of Bonham may be required and shall be included in the proposal.
22. Our Trade Partner is encouraged to provide voluntary alternates for value engineering on this project.

SPECIFIC EXCLUSIONS:

The following items are specifically excluded from the "Scope of Work" to be priced:

1. Site Fencing and Erosion Control Systems
2. Earthwork and Utilities
3. Sales Tax on Incorporated Materials and Taxable Services (a Resale Certificate will be issued)

Note:

Trade partners are responsible for performing their own quantity takeoff and confirmation of quantities on site and complying with all provisions outlined in the bid documents. Any quantities and information provided by others is for reference only.

SECTION 04

DOCUMENTS LIST *(not included)*

SECTION 05

SUPPLEMENTAL CONDITIONS
(not included)

SECTION 06

FORM OF AGREEMENT
(sample contract)
(tax exempt certificate)

Construction Contractor Agreement

This Agreement, made as of the CDS day of CDS in the year CDS by and between CDS (hereinafter called Owner) and CDS (See Contract Data Sheet for this Item and all other Items marked CDS) (Hereinafter called the Contractor).

Witnesseth, that the Owner and Contractor agree as follows:

Description of Work **ARTICLE I.** The Contractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for CDS (Hereinafter called the Work) for and at the (Hereinafter called the Project), located on premises at CDS (Hereinafter called the Premises), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by CDS (hereinafter called Architect) and in strict accordance with the additional Provisions, page(s) CDS annexed hereto and made a part hereof.

Contract Documents **ARTICLE II.** The Plans, Specifications, General Conditions, Special Conditions, and Addenda hereinabove mentioned, are available for examination by the Contractor at all reasonable times at the office of the Construction Manager ,Turner Construction Company(hereinafter referred to as Turner) ; all of the aforesaid, including this Agreement, being hereinafter sometimes referred to as the Contract Documents. The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Turner, or of the Owner, or of any of their respective officers, agents, servants, or employees.

This Contract Agreement and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Contract Agreement irreconcilably conflicts with a provision of the other Contract Documents, the provision imposing the greater duty or obligation on the Contractor shall govern.

The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures. However, in the event that such disputes are not resolved by mediation or another ADR procedure as Owner and the Contractor may agree then such disputes shall be resolved at Owner's sole option according to law. Furthermore, the Contractor agrees that Owner shall have the exclusive right to join the Contractor as a party in any dispute resolution procedure (including without limitation ADR procedures, binding arbitration or other judicial or non-judicial proceeding) between the Owner and such other Contractors or parties as may be appropriate, where in the judgment of Owner the issues in dispute are related to the work or performance of the Contractor. Furthermore, the Contractor expressly agrees to waive its right to trial by jury in case Owner elects to resolve the dispute in litigation.

Relationship The Contract Documents shall not be construed to create a contractual relationship of any kind between Turner and the Architect, or between Turner or the Architect and the Contractor, or any subcontractor or supplier to the Project.

Turner and the Architect, however, shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against Turner or the Architect which does not otherwise exist without regard to this Agreement. The Contractor and its subcontractors shall not be deemed to be beneficiaries of any of the acts or services of Turner, which are performed for the sole benefit of the Owner. Contractor shall forward all communications to the Owner and Architect through Turner and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders or directives that are rendered to it by Turner are specifically authorized and directed by the Owner to the Contractor through Turner acting on behalf of the Owner as agent. Turner shall not be responsible for any monies due to the Contractor.

The Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for safety precautions and programs in connection with the Work and hereby agrees with respect hereto that neither Turner nor the Architect will be responsible therefor or have control or charge thereof. Contractor further assumes entire responsibility for the acts and omissions of its agents or employees, subcontractors, suppliers, any of their agents or employees, or any other persons performing any of the Work and agrees that neither Turner nor the Architect will be responsible for or have control or charge over any such acts or omissions. Contractor further agrees that neither Turner nor the Architect will be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents and waives all claims against Turner arising out of or related to the Project, including, but not limited to, claims for payment, delays, construction defects, design defects, or any other similar claims.

Time of Completion **ARTICLE III.** The Contractor shall commence the Work when notified to do so by Owner and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules , as may be issued from time to time during the performance of the Work and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

The Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet Owner's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto. The Contractor acknowledges that it must, at its own expense, work cooperatively with all other Contractors on site to coordinate its work with the work of such Contractors, including modifying its schedule and activities. To further such coordination it must, when requested by Turner or the Owner submit to Turner a current updated copy of its detailed schedule to demonstrate the status of such coordination and, if the Owner or Turner deems it necessary, to modify its schedule as and in the manner required by the Owner or Turner and to execute its work in the manner shown on the revised schedule. It is agreed that any such modifications required by the Owner or Turner shall not result in claims against Turner or the Owner and all such claims are waived. While the Owner or Turner may have the right to take such action, in no respect shall the Owner or Turner be obliged to do so.

Should the progress of the Work or of the Project be delayed disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to the Owner or Turner including legal fees and disbursements incurred by Owner or Turner (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Contractor and its surety hereunder or otherwise) or any damages or additional costs or expenses for which Turner or the Owner may or shall become liable, the Contractor and its surety shall and does hereby agree to compensate the Owner and Turner for and indemnify them against all such costs, expenses, damages and liability.

The Owner or Turner, if the Owner deems necessary, may direct the Contractor to work overtime and, if so directed, the Contractor shall work said overtime and, provided that the Contractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, the Owner will pay the Contractor for such actual additional wages paid, if any, at rates which have been approved by the Owner and Turner plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor.

If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Contractor shall, in addition to all of the other obligations imposed by this Agreement upon the Contractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Contractor fail to make up for the time lost by reason of such delay, the Owner shall have the right to cause other Contractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Contractor.

Price

ARTICLE IV. The sum to be paid by the Owner to the Contractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents shall be **CDS** (hereinafter called the Price) subject to additions and deductions as herein provided.

Monthly Estimate

The Price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, Turner or the Contractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price.

On or before the last day of each month the Contractor shall submit to the Owner, in the form required by Owner, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of **CDS**; all previous payments; and all charges for services, materials, equipment and other items furnished by Turner to or chargeable to the Contractor; and the balance of the amount of such requisition, as approved by Owner, Turner and the Architect, shall be due and paid to the Contractor on or about the fifteenth (15th) day of the succeeding month or in accordance with the Contract Documents.

The Contractor shall submit with its first requisition for payment a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Contractor's monthly requisitions.

Owner reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole judgment, it becomes desirable to do so.

The Contractor agrees that, if and when requested to do so by the Owner or Turner, it shall furnish such information, evidence and substantiation as the Owner or Turner may require with respect to the nature and extent of all obligations incurred by the Contractor for or in connection with the Work, all payments made by the Contractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

FORM 367 – Fannin County Courthouse

Final

Payment

Final payment to the Contractor shall be made only with funds received by the Owner, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. In addition, final payment by the Owner to the Contractor shall not become due and payable until the following other express conditions precedent have been met: (1) the completion and acceptance of the Work by the Owner, Turner and the Architect; (2) provision by the Contractor of evidence satisfactory to the Owner that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; and (3) execution and delivery by the Contractor, in a form satisfactory to the Owner of a General Release running to and in favor of the Owner. Should there prove to be any such claim, obligation or lien after final payment is made, the Contractor shall refund to the Owner or Turner all monies that the Owner or Turner shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

Payments

Withheld

If any claim or lien is made or filed with or against Turner, the Owner, the Project, the Premises or the Project funds by any person claiming that the Contractor or any subcontractor or other person under Contract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Turner or the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Owner or Turner for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and pay the same to the Owner.

Payments

**etc., non
Acceptance**

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof.

Extension

of Time

ARTICLE V. Should the Contractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of the Owner or Turner or of anyone employed by the Owner or Turner or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Contractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, then except where the Contract Documents has specific requirements at variance with the foregoing, in which case the requirements of the Contract Documents shall govern, the Contractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the Owner and Turner in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if the Contract Documents are at variance with granting such time extension, then the provisions of the Contract Documents shall control.

**Freight
Charges and
Shipments**

ARTICLE VI. The Contractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of the Owner or Turner. The Owner and Turner is under no obligation to make payment for charges on shipments made by or to the Contractor but may, at its option, pay such charges, in which case the Contractor shall reimburse the Owner or Turner for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

Dimensions

ARTICLE VII. Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

**Shop
Drawings**

The Contractor shall prepare and submit to the Architect through Turner such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by the Architect and/or Turner shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

The Contractor's submission of a shop drawing to the Architect or Turner shall constitute the Contractor's representation, upon which the Architect and Turner may rely, that the Contractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by the Architect and/or Turner shall not constitute an undertaking by them to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Contractor.

**Contiguous
Work**

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Contractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the Owner and Turner in writing and allow the Owner a reasonable time to have such improper conditions and defects remedied.

**Interpretation
of Plans and
Specifications**

ARTICLE VIII. The Work hereunder is to be performed and furnished under the direction and to the satisfaction of the Owner, the Architect and Turner. The decision of the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. The Owner will furnish to the Contractor such additional information and Plans as may be prepared by the Architect to further describe the Work to be performed and furnished by the Contractor and the Contractor shall conform to and abide by the same.

The Contractor shall not make any changes, additions and/or omissions in the Work except upon written order of the Owner or Turner as provided in Article IX hereof.

**Change
Orders,
Additions
Deductions**

ARTICLE IX. The Owner reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Contractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price.

The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof the Owner or Turner may elect:

- (a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.
- (b) By adding (1) the actual net cost to the Contractor of labor in accordance with the established rates, including required union benefits, premiums the Contractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Contractor of materials and equipment and such other direct costs as may be approved by Turner less all savings, discounts, rebates and credits, (3) an allowance of CDS for overhead on items (1) and (2) above, and (4) an allowance of CDS for profit on items (1), (2) and (3) above.

Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted, the Contractor shall proceed with the work promptly under the written order of the Owner or Turner from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be referred to the Architect whose decision shall be final and binding upon the parties hereto.

In the case of omitted work the Owner shall have the right to withhold from payments due or to become due to the Contractor an amount which, in the Owner's or Turner's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Architect as hereinabove provided.

All changes, additions or omissions in the Work ordered in writing by the Owner or Turner shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Contractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Contractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if the Owner or Turner fails to inform surety of same and the Owner or Turner shall not be required to obtain consent of the surety to such modifications.

**Inspection
and
Defective
Work**

ARTICLE X. The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the

Work by the Owner, Turner, the Architect, and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Contractor shall, within twenty-four (24) hours after receiving written notice from the Owner or Turner to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect and/or the Owner or Turner shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

**Failure to
Prosecute, etc**

ARTICLE XI. Should the Contractor at any time refuse or neglect to supply a sufficiency of skilled workers or

materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization, or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, then Owner shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Contractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to the Contractor under this Agreement, and/or (b) to terminate the employment of the Contractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Contractor hereby transfers, assigns and sets over to the Owner for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of the Architect, the Owner and Turner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the Owner in completing the Work, such excess shall be paid by the Owner to the Contractor; but if such cost and expense shall exceed such unpaid balance, then the Contractor or its surety shall pay the difference to the Owner. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the Owner, Turner and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default.

It is recognized that if the Contractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Contractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, the Owner shall be entitled to request of Contractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, the Owner shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Contractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Contractor rejects this Agreement or if there has been a default and the Contractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

**Loss or
Damage to
Work**

ARTICLE XII. The Owner or Turner shall not be responsible for any loss or damage to the Work to be performed

and furnished under this Agreement, however caused, until after final acceptance thereof by Owner and the Architect, nor shall the Owner or Turner be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor or anyone employed by it in the performance of the Work, however caused.

Builder's Risk

Turner or Owner shall effect and maintain All-Risk Builder's Risk insurance in accordance with the Contract Documents upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment or other personal property owned, rented or used by the Contractor or anyone employed by it in the performance of the Work.

A loss insured under Turner or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the Turner or the Owner as fiduciary and made payable to Turner or the Owner as fiduciary for the Insureds, as their interests may appear. Turner or the Owner shall pay contractors their just shares of insurance proceeds received by Turner or the Owner, and by appropriate agreements, written where legally required for validity, and shall require contractors to make payments to their subcontractors in a similar manner.

**Cleaning
Up**

ARTICLE XIII. The Contractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by the Owner or Turner from which it shall be removed by the Owner or Turner from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the Owner's satisfaction, the Owner shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Contractor.

**Compliance
with Law
and
Permits**

ARTICLE XIV. The Contractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to Owner and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Contractor is in compliance with applicable law.

The Contractor shall at any time upon demand furnish such proof as Owner may require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify Owner from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required to complete an Employment Eligibility Verification form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit www.uscis.gov, or speak to your attorney. Each Contractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Contractor acknowledges represents and warrants that Contractor is aware of and understands IRCA, that Contractor is in compliance with IRCA, and that Contractor is not knowingly employing workers who are not authorized to work in the United States. Contractor agrees that Contractor will not employ any worker under this subcontract for whom Contractor has not completed and maintained I-9 verification. Contractor agrees that if Contractor acquires knowledge (constructive or otherwise, including receipt of a "no match" letter from Social Security Administration) indicating that one of Contractor's workers on this project may not be authorized to work in the United States, despite Contractor having conducted a facially valid I-9 verification, that Contractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Contractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

The provisions of this Article must be incorporated into any subcontract Contractor enters into in connection with the performance of the Work.

**Labor to be
Employed**

ARTICLE XV. The Contractor shall not employ men, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor, Turner or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Contractor fail to carry out or comply with any of the foregoing provisions, the Owner shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Contractor, to terminate this Agreement or any part thereof or the employment of the Contractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

ARTICLE XVI. The Contractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the Owner and Turner from and against the payment of:

1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

3. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Contractor with respect to the payment of sales, use, personal property and other taxes set forth in Articles IV and XVI of this Agreement, the Contractor agrees to reimburse and otherwise indemnify the Owner and Turner for any expenses, including legal fees and litigation arising from, or related to the Contractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

Patents

ARTICLE XVII. The Contractor hereby agrees to indemnify, protect and save harmless Turner and the Owner from and against any and all liability, loss or damage and to reimburse Turner and the Owner for any expenses, including legal fees and disbursements, to which the Owner or Turner may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Contractor in its performance.

**Mechanics'
Liens or
Claims**

ARTICLE XVIII. To the fullest extent permitted by law, Contractor for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien or an attested account or otherwise, will be filed or maintained against the Project or Premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to the Contractor, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, and the Contractor for itself and its subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project as to the Original Work covered by this Agreement.

If any subcontractor, laborer, materialman or supplier of the Contractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to the Contractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Contractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so the Owner shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Owner chooses, at the entire cost and expense of the Contractor (such cost and expense to include legal fees and disbursements). The Contractor agrees to indemnify, protect and save harmless Turner and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which Turner and/or the Owner may sustain or incur in connection therewith.

**Assignment
and
Subletting**

ARTICLE XIX. To the fullest extent permitted by law, Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter "Assignment"), notification to the Owner of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner and such assignee or transferee. Contractor further agrees that all of the Owner's defenses and claims arising out of this Agreement with respect to such Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Contractor hereby agrees to indemnify and hold harmless the Owner and Turner from and against any and all loss, cost, expense or damages the Owner or Turner has or may sustain or incur in connection with such Assignment

**Termination
for
Convenience**

ARTICLE XX. The Owner shall have the right at any time by written notice to the Contractor, to terminate this Agreement without cause and require the Contractor to cease work hereunder, in which case, provided the Contractor be not then in default, the Owner shall indemnify the Contractor against any damage directly resulting from such termination. In the event of such a termination for convenience, the Contractor shall be entitled to payment pursuant to the terms of the contract for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Contractor and directly attributable to such termination. However, the Contractor shall only be entitled to profit on that portion of the work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Contractor waives any claim for loss of anticipated profits in the event the Owner exercises this clause.

Guarantees

ARTICLE XXI. The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans,

Without limiting the generality of the foregoing, the Contractor warrants to the Owner, the Architect and Turner, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

Accident Prevention

ARTICLE XXII. The Contractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is its responsibility. The Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by Contractor, Turner or the Owner. When so ordered, the Contractor shall stop any part of the Work which the Owner or Turner deems unsafe until corrective measures satisfactory to the Owner and Turner have been taken, and the Contractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Contractor neglect to take such corrective measures, the Owner or Turner may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor.

Failure on the part of the Owner or Turner to stop unsafe practices shall in no way relieve the Contractor of its responsibility therefor.

This Contractor acknowledges the receipt of the Owner's or The Turner Corporation's policies on "Safety", "Drug and Alcohol Abuse and "Sexual Harassment". Subject to applicable law this Contractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project.

In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Contractor, the Contractor's subcontractor and anyone directly or indirectly employed or otherwise retained by them or either of them, the Contractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to the Owner in sufficient time to permit compliance with such laws by the Owner, other contractors and other employers on the site. In the event that the Contractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and immediately report the condition to the Owner in writing. Work in the affected area shall resume when such hazardous substances has been rendered harmless or removed as determined by the Owner in its sole and absolute discretion. To the extent of its responsibilities hereunder, Contractor does indemnify and save harmless the Owner and Turner from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor in regard to such hazardous substances.

Liability for Damage and Personal Injury

ARTICLE XXIII. Throughout this Agreement, the "Indemnified Party (ies)" means Turner, the Owner, any party required to be indemnified pursuant to the General Contract, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries. Except as otherwise provided below, the Contractor hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of the Contractor, any tier of the Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, the Contractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof. However, this Article shall not be construed in any way to require the Contractor, its agents, and its employees to indemnify the Indemnified Party for damages because of property damage or bodily injury caused by or resulting from the negligence of anyone other than the Contractor, its agents, employees, and/or other entities within the Contractor's control. When the Contractor has the obligation to indemnify the Indemnified Party, the Contractor agrees to and does hereby assume, on behalf of the Indemnified Party, the defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against the Indemnified Party, Owner shall have the right to withhold from any payments due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the Indemnified Party from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Owner in its discretion may require the Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefor.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE INDEMNITY OBLIGATIONS OF THE CONTRACTOR, THEN THE INDEMNITY OBLIGATIONS OF THE CONTRACTOR SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY

Compensation and Liability Insurance

Before commencing the Work, the Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies satisfactory to Owner:

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.
2. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTORS LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, Personal Injury Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:

 \$ CDS /Occurrence
 \$ CDS Aggregate
3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

 Bodily Injury (including death) \$ CDS combined single limit
 and Property Damage

Before commencing the Work, the Contractor shall furnish a certificate, satisfactory to Owner from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by Owner. Turner, the Owner and other entities as may be reasonably requested shall be named as an additional insured under these policies of insurance. It is expressly agreed and understood by and between Contractor and Owner that the insurance afforded the additional insureds shall be primary insurance and that any other insurance carried by the Owner or Turner shall be excess of all other insurance carried by the Contractor and shall not contribute with the Contractor's insurance. Contractor further agrees to provide endorsements on its insurance policies which shall state the foregoing; however, Contractor's failure to provide such endorsement shall not affect Contractor's agreement hereunder.

If the Contractor fails to procure and maintain such insurance, the Owner shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at Owner's option, Owner may offset the cost incurred by Owner against amounts otherwise payable to Contractor hereunder.

Bonds

ARTICLE XXIV. The Contractor shall furnish to Owner a performance bond in the amount of \$ CDS and a separate payment bond in the amount of \$ CDS the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to Owner. Such bonds shall be furnished to Owner within ten (10) calendar days after Contractor has executed this Agreement or within such other time period agreed to by Owner in writing. In the event Contractor fails to furnish such bonds to Owner within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event Owner shall have all of the rights and remedies provided in Article XI hereof with respect to default on the part of Contractor including, without limitation, the right to terminate this Agreement.

Without limiting the responsibilities of Contractor and its Surety under the terms of this Agreement, Contractor and its Surety hereby agree to promptly pay all lawful claims of Contractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Contract and any and all modifications thereof, and shall indemnify and save harmless the Owner and Turner of and from all liability loss, damage and expense, including interest, costs and attorney fees, which the Owner or Turner and/or their Sureties may sustain by reason of Contractor's or its Surety's failure to do so.

Severability

ARTICLE XXV. In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

Entire Agreement

ARTICLE XXVI. This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the Owner or Turner except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by the Owner except in writing signed by its duly authorized officer or agent. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands as of the day and year

Contractor

CDS

BY: CDS

TITLE: CDS

Witness: CDS

Owner

CDS

BY: CDS

TITLE: CDS

Witness: CDS

Contractor's Federal Employers Identification Number (FEIN) CDS

Contractor's State Unemployment Ins. No. CDS

(Insert State and Register No. for State in which the Work is to be performed)

Contractor's License No. CDS

(Insert License No., if any, for State or locality in which the Work is to be performed)

Contractor's State Sales Tax Registration No. CDS

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Fannin County	
Address (Street & number, P.O. Box or Route number) 101 E Sam Rayburn Dr Ste 303	Phone (Area code and number) 903-583-7451
City, State, ZIP code Bonham, TX 75418	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

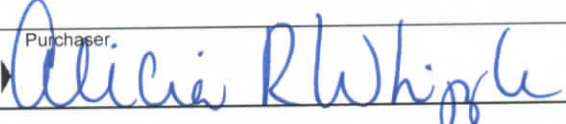
Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Counties are exempt from Texas sales tax because the County is a government entity and a political subdivision of the state.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser 	Title Fannin County Auditor	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

SECTION 07

SITE SPECIFIC SAFETY
PROGRAM
(not included)

SECTION 08

PROJECT SCHEDULE *(not included)*

SECTION 09

TRADE PARTNER | VENDOR PRE-QUALIFICATION STATEMENT



PREQUALIFICATION INFORMATION

NOTE: Please fill out as completely as possible; however if something does not apply to your company write N/A (not applicable)

Date _____

Subcontractor _____

Type of Work _____

Address _____

City, State, Zip Code _____

Contact _____ email _____

Telephone _____ Website _____

Pre-qualification information required:

1. Attach an audited financial statement not older than 12 months or
2. Past two years of internal statements if you do not use audited statements.
3. Attach a list of projects under construction including contract amounts and percent complete.
4. Attach a list of five (5) client references including contact name and telephone number.
5. State number of years in business: _____
6. State last year's revenue from contracts: \$ _____
7. State largest contract completed: \$ _____ Year _____
8. State name of largest project: _____
9. State current number of employees: Field _____ Shop _____ Office _____
10. State current Workers' Compensation Insurance Employer Modification Rate (EMR): _____
11. State disadvantaged business status: __ MBE, __ WBE, __ SBE, __ DBE, __ LGTB, __ None,
(Attach current certification certificates)

E-mail the above information to (Linda Stern), email: lstern@tcco.com

Contact (Linda Stern) at (713-539-0449) if you have questions.

SECTION 10

BIM IMPLEMENTATION PLAN
(not included)

SECTION 11

INSURANCE REQUIREMENTS PERFORMANCE AND PAYMENT BOND FORM

Contractor's Minimum WC, CGL, and Auto Insurance Limits and Certificate Requirements for Corporate Projects

Requirements for Trade Partners on Corporate Projects For all Corporate Insurance projects (definition of a Corporate Insurance project is trade partner's provide their own insurance coverage) each Fannin County trade partner is required, in accordance with **Article XXVI** of Fannin County's Form 367 contract agreement, to maintain the following insurance coverage. We may also require some or all of these coverages from other entities who sign other types of Agreements with Fannin County.

- a) Workers' Compensation and Employers' Liability (WC) Insurance in accordance with the regulations of the state in which the work is situated.
- b) Commercial General Liability (CGL) Insurance including Contractual Liability Insurance against liability assumed in its subcontract and Contractor's Protective Liability Insurance if any of the work is sublet.
- c) Automotive Liability (AL) Insurance covering the trade partner's owned, non-owned and hired vehicles used in connection with the work.

Fannin County, the Owner, Turner Construction Company and any others that Fannin County is required by Contract to list on our CGL and Automobile policies as Additional Insured must also be listed as Additional Insured via an endorsement to the trade partner's CGL and Auto Liability policies. Procurement must obtain a copy of the endorsement. Please review the current "Corporate Projects COI Requirements and Waivable Items" spreadsheet on TKN. (* See Blanket Insurance Certificate Alternate below)

It is the responsibility of the Procurement Department to obtain, review for correct coverage and advise the Fannin County field staff and accounting that each trade partner or other entity that is required by Agreement to provide insurance has provided a Certificate of Insurance (COI) as evidence of that coverage. It is not necessary to distribute the actual certificate to the other departments but is critical that Procurement maintains the certificates in the project files in case of a problem later when we will require the certificates. It is also the Procurement Department's responsibility to monitor expiration dates and obtain new certificates and advise others as directed above until the trade partner is final paid. Since insurance coverage is so critical to have from our trade partners, the Procurement Department must ensure that these minimum "checks and balances" exist in the Business Unit:

- a) Procurement monitors the status of certificates as a minimum a spreadsheet and advises field and accounting as needed that trade partners have the correct coverage.
- b) The field staff does not allow trade partners on site until the field has verified with Procurement that insurance has been received.
- c) Accounting does not pay the Trade partner until accounting has verified with Procurement that insurance has been received.

If the Business Unit determines to use any other process. Procurement must maintain in their files for audit purposes a memo signed by the General Manager agreeing to the alternative process.

Blanket Insurance Certificates – Alternate Process

1. A Blanket Insurance Certificate would allow for one (1) Insurance Certificate received per Trade partner or Vendor per policy year that instead of separate certificates for each project listing Project Name and Project Specific Additional Insured's. This could apply to ALL work performed under contract in that policy year for that Trade partner or Vendor PROVIDED the language on the Certificate and Additional Insured Endorsement conform to the requirements per the Contract Agreement.
2. Use of Blanket Certificates is acceptable under this Policy provided:
 - a. The limits obtained on the Blanket Insurance Certificate are at minimum those recommended for the trade and work as per the matrix below.
 - i. If there are Project Specific requirements with a higher level of coverage than those obtained on the Blanket Certificate, either a new Blanket Certificate with higher limits would be required OR a Project Specific Certificate would be required.
 - b. It does not conflict with a specific project requirement such as where an Owner insists on being named as the Certificate Holder or where the Owner insists on seeing their specific names listed as Additional Insured. Under a Blanket Insurance Certificate scenario, we and all required parties are covered if they are listed in the General Contract or the Subcontract and we follow the SDV Guidelines and ensure that the Certificate and Endorsement cover *"All projects involving Fannin County and Turner Construction Company, its wholly owned subsidiaries or parent organization. Additional Insureds include: Fannin County and Turner Construction Company and all other parties as required by any written agreement."*
3. This will also simplify and expedite the Project Closeout process where older jobs often led to expired Insurance that required updating before final payment. Under the Blanket Certificate scenario, provided there was a current blanket certificate for this Trade partner or Vendor, we no longer need to chase an updated certificate to comply with the requirement for current insurance.

Review of Insurance Certificate

1. County accept the Acord Form (the standard of the insurance industry). Coverage must be in accordance with the current "Corporate Projects COI Requirements and Waivable Items".
2. Per the matrix, Procurement must obtain the trade partner's Additional Insured Endorsement.
3. **The Acord Form 25 (2010/05) Insurance Certificate language on Cancellation is acceptable as the brokers cannot legally modify or change any wording on the form. In addition, proprietary forms from Owners or Turner Construction Company cannot be used as brokers will not execute them.**
4. Certificate must indicate in which state the insurance applies.
5. Coverage for C.G.L. and A.L. must be on an "occurrence basis", not "claims made".
6. Fannin County would prefer that the per Occurrence limits shown below are met by the Trade partner's Primary C.G.L. policy limits, however we will accept Trade partner's "Excess" or "Umbrella" limits added to the Primary to make up the required limits. **See Tower Crane Hazard below for an exception to 6.**
7. Watch for any added wording and/or additional endorsements beyond the Additional Insured Endorsement attached to the certificate. If you are not familiar with the terms, it should be reviewed by the Business Unit Insurance Manager, Risk Management or Corporate Procurement, if necessary.

Commercial General Liability (CGL) Insurance

The following are the **minimum limits** for trade partners on Corporate Insurance Projects classified according to general degree of hazard and location of the project. Reductions below the minimum limit are not recommended however under certain circumstances may be allowable following a risk analysis by the Procurement Manager and General Manager and review with Risk Management and/or Corporate Procurement (with a memo on file for verification by Internal Review). As a rule of thumb, it's always OK to ask for MORE insurance than you think you need. Risk should be evaluated for every project and where it is determined that a project or bid package risk is atypical or higher than "normal", the Procurement Manager may elect to increase the minimum requirements. Corporate Procurement and Risk Management are available to assist as needed.

General Degree of Hazard:

- "N" Nonhazardous Work - interior work and finishing work. Also non-construction trade services.
- "H" Hazardous Work - exterior work, structural concrete work, electrical, mechanical, miscellaneous Iron, structural steel and elevator trades.
- "X" Extra Hazardous Work - wrecking, demolition, excavation, window washing and foundation work. If a subcontract involves two or more types of work, rate according to most hazardous of types involved.

"XX" Tower Crane Hazard

"XXX" Blasting / Structural Demolition Hazard

<u>Minimum Limits</u>	<u>URBAN SITE</u>	<u>NON-URBAN SITE</u>
• <u>"N" Nonhazardous</u> Bodily Injury and Property Damage	\$ 2,000,000/Occurrence	\$ 1,000,000/Occurrence
• <u>"H" Hazardous</u> Bodily Injury and Property Damage	\$ 3,000,000/Occurrence	\$ 3,000,000/Occurrence
• <u>"X" Extra Hazardous</u> Bodily Injury and Property Damage	\$ 5,000,000/Occurrence	\$ 5,000,000/Occurrence
• <u>"XX" Tower Crane Hazard</u> Bodily Injury and Property Damage	\$ 10,000,000/Occurrence*	\$ 10,000,000/Occurrence*
• <u>"XXX" Blasting / Structural Demolition Hazard</u> Bodily Injury and Property Damage	\$ 20,000,000/Occurrence*	\$ 20,000,000/Occurrence*

*** Must have minimum \$2,000,000 per occurrence and \$2,000,000 Aggregate for the primary policy limits**

CGL policies also have an Aggregate limit. The Aggregate limit is the maximum the carrier will pay in any policy year on behalf of the insured trade partner. Therefore we would prefer that the Aggregate limit be at least twice the Occurrence limit, so that it is less likely that the Aggregate could be exhausted before the claim on our project is handled. However we will accept an Aggregate limit equal to the Occurrence limit.

Automobile Liability Insurance

Bodily Injury and Property Damage \$1,000,000 combined single limit for either urban or nonurban location

The following chart is to be used to determine the Insurance Limits:

TRADE CLASSIFICATION FOR INSURANCE LIMITS

SUBCONTRACT WORK

LIMIT CLASSIFICATION

Division 1: General Requirements

Tower Crane (erected and/or operated by crane rental firm)	XX
Mobile cranes, man/material hoists	X

Division 31, 32 : Site Work

Structural Demolition* see below for hazardous removal	XXX
Non-Structural or Interior Selective Demolition	X
Shoring	X
Excavating * see below for hazardous removal	X
Site Utilities (Storm Drain, Sewer, Electric, etc.)	H
Exterior Improvements (fencing, playground, signage)	N
Landscape & Irrigation	N
Paving, Curb & Gutter	N
Blasting	XXX
Implosion	CALL RISK MANAGEMENT

Division 3: Concrete

Concrete Work (Fnd. and/or CIP Frame - no Tower crane)	X (or XX with Tower Crane)
Concrete Work (Cast-In-Place on Metal Deck)	H
Placing of Reinforcing Steel & Mesh	H
Precast Structural Concrete (no Tower Crane)	X (or XX with Tower Crane)
Precast Architectural Concrete (No Tower Crane)	X (or XX with Tower Crane)

Division 4: Masonry and Stone

Brick and Block Masonry	H
Stone Pavers	H
Exterior Wall	X

Division 5: Metal

Structural Steel no Tower Crane	X (or XX with Tower Crane)
Misc. Iron/Steel Stairs	H
Metal Deck	X
Ornamental Iron	N
Space Frame	H

Division 6: Carpentry

Install Wood Doors, Rough, Carpentry	N
Architectural Millwork	N

Division 7: Moisture Protection

Roofing	X
Waterproofing	H
Sheet Metal	H
Insulation	N
Caulking (Exterior)	H

Division 8: Doors, Windows, Glazing

Overhead Doors & Grilles	N
Storefront, Curtain Wall, Glass & Glazing	H

Division 9: Finishes

Spray-On-Fireproofing, Drywall	N
Lath & Plaster	N
Acoustic Ceilings	N
Ceramic Tile	N
Resilient Flooring, Carpeting,	N
Painting, Vinyl Wall Covering	N

Division 10: Specialties

Toilet Partitions & Accessories	N
Mail Chutes	N
Draperies & Blinds	N
Structural/Limited Access:	
Canopies, Shelters, Cupolas, Spires and similar	X

Division 11: Equipment

Window Washing Equipment	X
Structural/Limited Access/Height – Theater Rigging and similar risk	X
Other (non-structural, no access / height concerns)	N
Division 12: Furnishings	
ALL	N
Division 13: Special Construction	
Structural/Limited Access/Height – Theater Rigging and similar risk	X
Grandstands	X
Other (non-structural, no access / height concerns) e.g. Cold Room	N
Division 14: Vertical Transportation	
Elevators & Escalators	H
Scaffolding	H
Division 21, 22, 23, 25: Mechanical	
Fire Suppression, Plumbing, HVAC, Building Automation	H
Division 26, 27, 28 : Electrical	
Electrical, Communications, Security	H

NOTES:

1. Interior Architectural Trades not specifically mentioned shall be Classification N Nonhazardous.
2. Trades not specifically mentioned shall use classification that in the judgment of the Procurement Department is closest or most similar

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Uninterruptible Power Supply (UPS)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:25:48 on 01/10/2013 under Order No. 6871475021_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 12

EQUAL EMPLOYMENT
OPPORTUNITY POLICY &
HARASSMENT POLICY
(not included)

SECTION 13

SITE SPECIFIC QUALITY
ASSURANCE
QUALITY CONTROL PLAN
(not included)

SECTION 14

GEOTECHNICAL REPORT
(not included)

SECTION 15

SPECIFICATIONS

Project Team

Owner

Fannin County

101 E. Sam Rayburn Drive

Bonham, Texas 75418

903.583.7455

www.co.fannin.tx.us

Texas Historical Commission

Division of Architecture

108 W. 16th Street

2nd Floor

Austin, Texas 78701

512.475.3285

www.thc.texas.gov

Architect

Architexas

1907 Marilla

2nd Floor

Dallas, Texas 75201

214.748.4561

www.architexas.com

MEP Engineer

MEPCE

2928 Story Road West

Las Colinas, Texas 75038

972.870.9060

www.mepce.com

Project Team

Civil & Structural Engineer

JQ Engineering, LLP

100 Glass Street

Dallas, Texas 75207

214.623.5801

www.jqeng.com

Landscape Architect

Armstrong Berger

P.O. Box 191425

Dallas, Texas 75219

214.871.0893

www.armberg.com

AV & Acoustics

WJHW

3424 Midcourt Road, Suite 124

Carrollton, Texas 75206

972.934.3700

www.wjhw.com

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01 2519	Substitution Request Form
01 2600	Contract Modification Procedures
01 2900	Payment Procedures
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01 3300	Submittal Procedures
01 3591	Restoration Project Procedures
01 4000	Quality Requirements
01 4001	Qualification Statement Form
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01 5639	Temporary Tree Protection and Pruning
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Division 02 – Existing Conditions

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INDUSTRIAL HYGIENE AND
SAFETY TECHNOLOGY, INC.

August 3, 2018

Ms. Jill Holmes
Fannin County Purchasing
101 East Sam Rayburn Drive
Suite 304
Bonham, Texas 75418

RE: Asbestos Building Materials Survey
Location: Fannin County Courthouse Exterior - Lead
Sample Date: July 25, 2018
IHST Project Number: 21787

Dear Ms. Holmes,

Mr. Michael Gange representing Industrial Hygiene and Safety Technology, Inc. performed a visual inspection and collected bulk samples of suspect lead based paint at the address listed above.

Two (2) suspect lead based painted materials were identified during the visual inspection of the structure. Table 1 list the materials sampled and the results of the lead based paint analysis. EMSL Analytical Inc. was contracted to perform the laboratory analysis. A copy of the original laboratory report is included as Appendix A to this report. The samples were analyzed utilizing SW 846 3050B/7000B method for lead analysis.

Table 1, Results of Lead Based Paint Testing

Sample ID	Material Tested	Location	Results
NORTH-001	Off-White Paint	Building Exterior	15 % wt
SOUTH-002	Off-White Paint	Building Exterior	22 % wt

In reviewing the results of the lead based paint sampling, both samples are considered lead based paint and are in excess of the HUD/EPA standard of paint equal to or greater than 0.5% by weight.

Should you or your staff have any questions regarding the content of this report, please do not hesitate to contact our office at your convenience.

Sincerely,


Tracy Bramlett, CIH, CSP
President

Appendix A – Laboratory Report

Appendix A – Laboratory Report

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>cinnaminsonleadlab@emsl.com

EMSL Order: 201808216

CustomerID: INDU60

CustomerPO:

ProjectID:

Attn: **Michael Gange**
Industrial Hygiene & Safety Technology
2235 Keller Way
Carrollton, TX 75006

Phone: (972) 478-7415
Fax: (972) 478-7615
Received: 07/26/18 10:15 AM
Collected: 7/25/2018

Project: **Fannin County Courthouse / 21787****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
North-001	201808216-0001	7/25/2018	7/31/2018	0.2529 g	15 % wt
Site: Off-White Paint					
South-002	201808216-0002	7/25/2018	7/31/2018	0.2538 g	22 % wt
Site: Off-White Paint					

Phillip Worby, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 08/02/2018 09:46:34

LEAD



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead (Pb) Chain of Custody
EMSL Order ID *(Lab Use Only)*:

201808216

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

Company : IHST, Inc.		EMSL-Bill to: Same Different If Bill to is Different note instructions in Comments**						
Street: 2235 Keller Way		Third Party Billing requires written authorization from third party						
City: Carrollton	State/Province: TX	Zip/Postal Code: 75006	Country: USA					
Report To (Name): Michael Gange		Telephone #: 972-478-7415						
Email Address: labresults@ihst.com		Fax #: 972-478-7615	Purchase Order:					
Project Name/Number: Fannin County Courthouse / 21787		Please Provide Results: Fax	Email					
U.S. State Samples Taken: TX		CT Samples: Commercial/Taxable	Residential/Tax Exempt					
Turnaround Time (TAT) Options* - Please Check								
3 Hour	6 Hour	24 Hour	48 Hour	72 Hour	96 Hour	1 Week	2 Week	
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide								
Matrix		Method		Instrument		Reporting Limit		Check
Chips % by wt.		SW846-7000B		Flame Atomic Absorption		0.01%		
Name of Sampler:				Signature of Sampler:				
Sample ID		Sample Description				Date Sampled		
NORTH - 001		off-white paint				7/25/2018		
SOUTH - 002		off-white paint				7/25/2018		
Client Sample #'s		Total # of Samples:				2		
Relinquished (Client):		Date: 7/25/18		Time:		1215 A BNC LA		
Received (Lab):		Date: 7/26/18		Time:				
Comments:								

Appendix B – Photographs

Lead Based Paint - 07/25/2018

Lead Based Paint - 07/25/2018



Fannin County Courthouse

Lead Based Paint - 07/25/2018





September 4, 2018

Ms. Jill Holmes
Fannin County Purchasing
101 East Sam Rayburn Drive
Suite 304
Bonham, Texas 75418

RE: Asbestos Building Materials Survey
Location: Fannin County Courthouse Ceiling - Lead
Sample Date: August 23, 2018
IHST Project Number: 21787

Dear Ms. Holmes,

Mr. Doug Easley representing Industrial Hygiene and Safety Technology, Inc. performed a visual inspection and collected bulk samples of suspect lead based paint at the address listed above.

One (1) suspect lead based painted material was identified during the visual inspection of the structure. Table 1 list the material sampled and the results of the lead based paint analysis. EMSL Analytical Inc. was contracted to perform the laboratory analysis. A copy of the original laboratory report is included as Appendix A to this report. The samples were analyzed utilizing SW 846 3050B/7000B method for lead analysis.


Table 1, Results of Lead Based Paint Testing

Sample ID	Material Tested	Location	Results
CEILING-001	Gray/Green Paint	Ceiling	23% wt

In reviewing the results of the lead based paint sampling, sample CEILING-001 is considered lead based paint and in excess of the HUD/EPA standard of paint equal to or greater than 0.5% by weight.

Should you or your staff have any questions regarding the content of this report, please do not hesitate to contact our office at your convenience.

Sincerely,


Tracy Bramlett, CIH, CSP
President

Appendix A – Laboratory Report

Appendix A – Laboratory Report

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>cinnaminsonleadlab@emsl.com

EMSL Order: 201809735

CustomerID: INDU60

CustomerPO:

ProjectID:

Attn: **Michael Gange**
Industrial Hygiene & Safety Technology
2235 Keller Way
Carrollton, TX 75006

Phone: (972) 478-7415
Fax: (972) 478-7615
Received: 08/30/18 10:10 AM
Collected: 8/23/2018

Project: 21787

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
CEILING-001	201809735-0001	8/23/2018	8/30/2018	0.2597 g	23 % wt
Site: Gray/Green Paint					

Phillip Worby, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 09/01/2018 10:54:42

LEAD



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead (Pb) Chain of Custody
EMSL Order ID *(Lab Use Only)*:

201809135

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
FAX: (856) 786-5974

[illegible]

Via E-mail dchase@architexas.com

July 26, 2018

Mr. David Chase
Architexas
1907 Marilla, 2nd Floor
Dallas, Texas 75201

Re: Fannin County Courthouse - Masonry Conservation
WJE No. 2018.4286

Dear Mr. Chase:

Wiss, Janney, Elstner Associates, Inc. (WJE) has performed a conservation assessment of the cleaning trials of black waterproofing coating and other coatings applied to the limestone at the Fannin County Courthouse in Bonham, Texas.

The Fannin County Courthouse is a Second Empire-style limestone building constructed in the 1880s (Figure 1). We understand that in the 1960s, the exterior masonry surfaces of the courthouse were coated with a waterproof coating, and a new stone cladding was installed. Phoenix 1 has recently removed the stone overcladding and performed demolition work on the interior, as part of a restoration of the courthouse (Figure 2). We understand that Architexas is currently designing a restoration of the historic facade, which includes removal of the waterproof coating and cleaning of the limestone facade. Phoenix 1 Restoration & Construction (Phoenix 1) has performed numerous trials for cleaning/removing the waterproof coating. The trials were summarized in a letter report with attachments issued by Phoenix 1, dated June 6, 2018.

Observations

On July 11, 2018, Joshua Freedland from Wiss, Janney, Elstner Associates, Inc. (WJE) performed a visual survey of the stone facade elements from grade and an aerial lift provided by Phoenix 1. The following notable conditions were observed on the exterior limestone.

1. The limestone is a buff colored limestone with a rock face finish at the first floor and a smooth (honed or cut) surface at the second and third floor. At the corners, there are smooth-faced limestone quoins.
2. Some spalling appears to be present beneath the coating. The pattern suggests that some of the limestone may be face bedded, i.e. the bedding planes are parallel to the exposed face of the stone.
3. There is some light colored veining in the limestone at trial cleaning areas (Figure 3).
4. The black waterproofing coating is present on most surfaces of the facade.
5. Beneath most areas of the black coating, multiple paint layers were present (Figure 4). Close up examination confirmed the presence of the paint beneath the black coating on all facades near grade and throughout the facades on the north and west facades, when viewed up-close from the aerial lift.
6. At some locations, the black coating was easily removed from previous paint layers with adhesive (duct) tape, revealing previous applied coating layers (Figure 5). The tape induced a cohesive failure

within the existing paint layers or an adhesive failure between paint layers. The previous paint layers generally appear buff, but at some locations, a red paint layer is present (Figure 6).

7. Frequent incised graffiti was observed at the cleaning trials in the limestone (Figure 7).
8. A grey grout from the anchors installed for the overladding was present on the surface of the stone, adjacent to anchor holes drilled into the original stone. Embedded in the adhesive were iron particles which had red surface corrosion present (Figure 8 and Figure 9).
9. There are areas of brick infill, likely from modifications to the size and arrangement of window openings or other modifications to the original masonry (Figure 10).

Cleaning Trials

The following table summarizes the cleaning trials and WJE's observations of trials performed by Phoenix 1. Further details regarding procedures and dwell times for the trials are described in their letter report. Photographs of select trials are provided below.

Table 1. Cleaning Trial Summary

Trial	Product	Observations
1	Prosoco 2010 All Surface Cleaner	Minimal removal of coating.
2	Prosoco Reclaim Prosoco Afterwash	Minimal removal of coating.
3	Abatix AMR 145 Sentinel 805 Afterwash	Slight removal of coating.
4	Abatix AMR180 Sentinel 805 Afterwash	Slight removal of coating.
5	Elephant Snot ShadowMax	Slight removal of coating.
6	PES51 Oil Release Agent	Minimal removal of coating.
7	Dumond Smart Strip Pro	Minimal removal of coating.
8	Dumond PeelAway 1 Dumond Neutralizer	Significant removal of coating. Shorter dwell time than recommended by manufacturer was used (Figure 11 through Figure 13).
9	Cathedral Strone Products MasonRE 301	Slight removal of coating.
10	Cathedral Strone Products MasonRE 305	Slight removal of coating.
11	Arrow Magnolia Strip	Moderate removal of coating.
12	Prosoco Asphalt and Tar Remover	Slight removal of coating.
13	Fiberlock Piranha NexStrip	Minimal removal of coating.
14	PPG Duraprep200	Slight removal of coating.
15	Prosoco Fast Acting Stripper (2 applications) Prosoco Limestone Restorer Prosoco Reclaim Prosoco Afterwash	Majority removed, minor coating remnants in deep pores.
16	Prosoco Fast Acting Stripper (3 applications) Prosoco Limestone Restorer Prosoco Reclaim Prosoco Afterwash	Majority removed, minor coating remnants in deep pores. Surface looks brighter; removed surface patina (Figure 14 and Figure 15).

Trial	Product	Observations
17	Prosoco Fast Acting Stripper (3 applications) Prosoco Limestone Restorer	Majority removed, minor coating remnants in deep pores (Figure 16 and Figure 17).
18	Prosoco Fast Acting Stripper (2 applications)	Majority removed, minor coating remnants in deep pores.
19	Continental Carbonic Dry Ice	Majority removed, minor coating remnants in deep pores. Surface eroded (Figure 18 through Figure 20).
20	Cathedral Strone Products MasonRE308	Minimal improvement
21	Prosoco Limestone Restorer Prosoco Reclaim Prosoco Afterwash	Majority removed, minor coating remnants in deep pores. More successful on smooth stone surfaces. Coatings remain on underside (Figure 21 through Figure 23)

Discussion and Recommendations

There are three general types of cleaning systems available for exterior masonry facades today: water, gentle abrasive techniques, and chemical cleaning systems. Selection of a cleaning system depends on the condition of the substrate and the contaminants (dirt, paint, graffiti, organic growth, etc.) to be removed. Other criteria to be considered include protection requirements, environmental constraints, special application requirements, and cost. For any facade cleaning project, the gentlest cleaning method that is effective should be selected.

The cleaning system or systems to be used must be appropriate for the substrate and conditions to be addressed. Improper cleaning can damage facade materials by causing staining or etching, discoloration, or corrosion of embedded anchorage. Damage, such as surface etching, can increase the likelihood and rate of future dirt accumulation, absorption of moisture, and surface deterioration. Cleaning can also present a potential source of damage to other building elements and materials, nearby structures and the environment, as well as pose a hazard to workers and others in the work area.

The primary visible staining on the Fannin County Courthouse is the black waterproof coating; however, multiple paint layers beneath the black coating appear to be widely present. Due to the age of these coatings, which were applied prior to the overcladding in the 1960s, the paint layers are likely drying oil based and may contain hazardous materials such as lead or other RCRA-8 heavy metals.

Given the multiple types of coatings and soiling, multiple cleaners are likely necessary to remove all the soiling and staining. Further, given the difference in texture, the same cleaning steps may not be necessary at both the rock face stone and smooth stone surfaces.

The chemical paint strippers (Fast Acting Paint Stripper and PeelAway 1) were generally the most effective at removing the coatings. While the trials using Fast Acting Paint Stripper were most effective, the alkaline paint stripper PeelAway1 would be expected to be effective at removing the drying oil coatings that are likely present beneath the black waterproof coating. Given the poor bond of the waterproof coating to the existing paint layers (or poor cohesive strength of the paint layers), we recommend proceeding by using the paint stripper that would be most effective at removing the underlying paint, rather than attempting an initial step to remove the waterproofing coating first. If the paint stripper is effective, the waterproof coating will

be removed at the same time. For this first step, we recommend using Dumond PeelAway 1, an alkaline paint stripper, followed by a weak acid neutralizer. This process should be tested in a large mock-up to determine the amount of coating (paint and waterproofing coating) that is removed. While this process was not the most successful during the trials conducted to date, the relatively short 1 hour dwell time can be extended, and the process will likely be more effective. It is recommended that the dwell time be extended up to 24 hours as recommended by the manufacturer. Further, it is recommended that the large trial be performed both at the rock face area at the first floor, as well as the smooth stone surface above. The PeelAway 1 process will also help contain the chemical cleaners and paint that may contain hazardous materials. If necessary, some areas may require a second application, if significant areas with paint remain.

After the initial paint stripping, Prosoco Fast Acting Paint Stripper, a methylene chloride-based stripper, will likely be necessary to remove any of the black waterproof coating applied directly to the stone (i.e., selected areas where the paint is not present beneath the waterproof coating). It may be possible that this paint stripper will not be required on all areas and may be limited to isolated spots or complex surfaces such as the rock-face areas of masonry. If necessary, some areas may require a second application if the waterproof coating remains.

Following successful removal of the black coating and paint layers, the surface should be evaluated for further cleaning. Isolated paint layers in deep pores should be removed mechanically with dental picks, if significant; however, the expectation should not be to remove all traces of the coating from deep pores or holes in the stone. Small traces of the coating and paint should be left to weather away after the facade has generally been cleaned.

Based on the type and extent of soiling remaining on the surface, a biocide such as Prosoco ReKlaim or D/2 Architectural Microbial could be tested if algae or other organic growth is present after coating removal. Very low pressure (less than 50 psi) water misting may be effective if the soiling is atmospheric soiling. If there are isolated spots of severe soiling or coatings remaining, spot cleaning using a gentle abrasive, low pressure with a fine media such as crushed glass, may be effective. One system used by WJE on other projects has been the Quintec Rotex System or the IBIX cleaning system. The dry ice system tested at 65psi caused unacceptable erosion of the stone surface, likely as a result of the size of the abrasive as well as the comparatively high pressure. This system is not recommended for cleaning the limestone.

Based on the trials and the composition, Prosoco Limestone Restorer is not recommended to clean the limestone facade. Limestone Restorer contains hydrochloric acid, which is aggressive and dissolves the surface of the limestone. While the trials using this cleaner do appear brighter, the cleaner has removed the patina from the limestone. The patina on this stone forms as a result of natural weathering of iron containing minerals in the stone.

Removal of the coatings should be done with the understanding that the stone was painted prior to the overcladding. Therefore, when the waterproof coating and paint layers are removed, damage, soiling, or other conditions will likely be revealed that will require additional cleaning or repair. This damage may be smoke damage from a reported previous fire, metallic stains related to the anchorage of the 1960s overcladding, or spalls and patches.

While we did not see erosion of the surface from the rinse water, which was reportedly used at 750 psi, typically water pressure for cleaning limestone with all cleaning samples should be limited to 400 psi, using a 40 degree stainless steel fan tip. Heated water may help the efficiency of removing the coating and soiling. All cleaning systems should be evaluated as trials and/or mock-ups by the contractor prior to full implementation.

Based on the age of the paint layers, we recommend that the coating be sampled and tested for hazardous materials prior to removal.

Please let us know if there are any questions about the above findings and recommendations.

Thank you for the opportunity to assistance on the preservation of this important building; we look forward to further assisting you with the Fannin County Courthouse project. Please feel free to contact us should you have any questions or comments.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Joshua Freedland, PA AIC
Principal

cc: Dale Sellers Phoenix I Restoration & Construction, dsellers@phoenix1.org
Anne Stimmel, Architexas, astimmel@architexas.com
Jill Holmes, Fannin County, FCCH Restoration, fcch@fanninco.net
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Sherry Zindars, smzindars@fanninco.net
Diane Wilson, dswilson@fanninco.net
James Malanaphy, James.Malanaphy@thc.texas.gov

Figures



Figure 1. Fannin County Courthouse original appearance.



Figure 2. Current appearance after removal of non-historic stone overladding.



Figure 3. Light colored veining in the limestone.



Figure 4. Paint layers under black coating.



Figure 5. Black waterproof coating removed with duct tape.



Figure 6. Remnants of red paint layer.



Figure 7. Incised graffiti in the limestone.



Figure 8. Grey grout from the anchors and red surface corrosion.

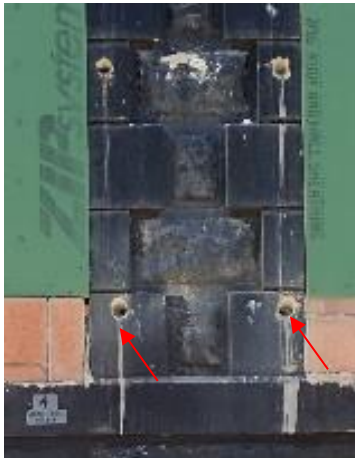


Figure 9. Grey grout from the anchors with red arrows



Figure 10. Areas of brick infill marked with red arrows.



Figure 11. Dumond PeelAway 1 and Neutralizer: Trial 8.



Figure 12. Photomicrograph of Trial 8.



Figure 13. Photomicrograph of Trial 8 with paint residue in pores.



Figure 14. Prosoco Fast Acting Stripper, Limestone Restorer, Reclaim and Afterwash: Trial 16.

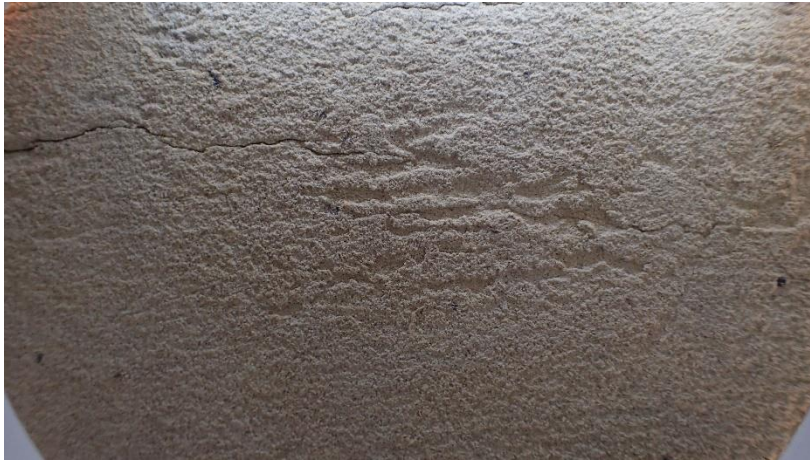


Figure 15. Photomicrograph of Trial 16.



Figure 16. Prosoco Fast Acting Stripper and Limestone Restorer: majority of coating removed: Trial 17.



Figure 17. Photomicrograph of Trial 17.

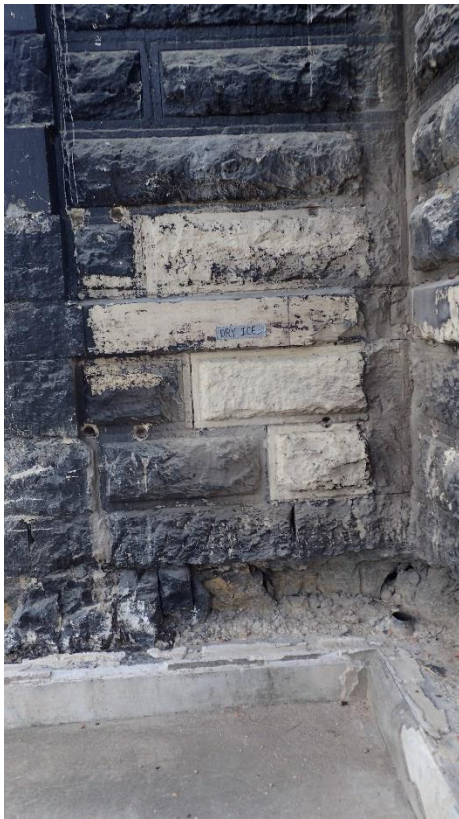


Figure 18. Continental Dry Ice - majority of coating removed: Trial 19.



Figure 19. Detail of Trial 19 showing erosion of surface.

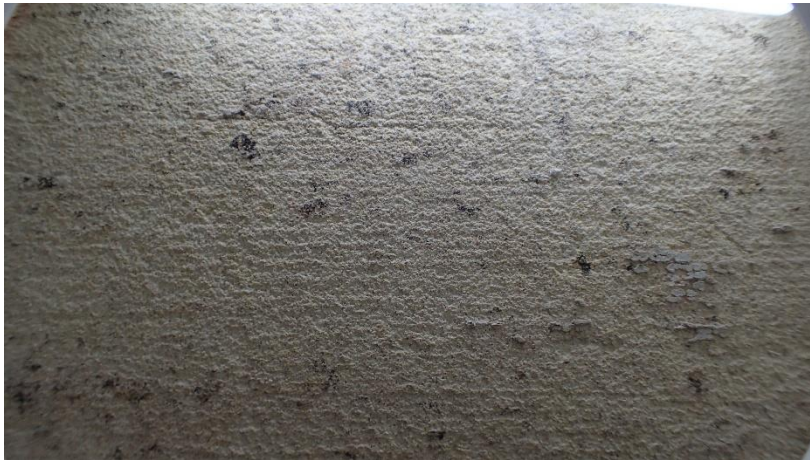


Figure 20. Photomicrograph of Trial 19.



Figure 21. Prosoco Limestone Restorer, Reclaim, and Afterwash: majority of coating removed: Trial 21.



Figure 22. Prosoco Limestone Restorer, Reclaim, and Afterwash: smooth stone surface.



Figure 23. Prosoco Limestone Restorer, Reclaim, and Afterwash: coatings remain on underside.

SECTION 01 1000

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Project description.
3. Texas Historic Commission (THC) requirements.
4. Access to site.
5. Work restrictions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project: Fannin County Courthouse – Phase II Interior & Exterior Restoration
Bonham, Texas 75418
- B. Owner: Fannin County
101 E. Sam Rayburn Drive
Bonham, Texas 75418

Texas Historical Commission
Division of Architecture
108 W. 16th St.
2nd Floor
Austin, Texas 78701
- C. Architect: ArchiTexas
1907 Marilla
2nd Floor
Dallas, Texas 75201
- D. MEP Engineer: MEPCE
2928 Story Road West
Las Colinas, Texas 75038
- E. Civil & Structural Engineer: Jaster-Quintanilla & Associates
100 Glass Street
Dallas, Texas 75207
- F. Landscape Architect: Armstrong Berger
P.O. Box 191425
Dallas, Texas 75219

- G. AV & Acoustics: WJHW
3424 Midcourt Road, Suite 124
Carrollton, Texas 75206

1.3 PROJECT DESCRIPTION

- A. Work of this Project is described as the interior and exterior restoration of the historic Fannin County Courthouse in Bonham, Texas.
- B. Work includes selective demolition of non-historic materials, restoration of historic site, restoration and reconstruction of exterior masonry, tower and roof reconstruction, integration of new mechanical / plumbing / electrical / AV / IT / security systems, ADA upgrades, complete finish out and restoration of interior.
- C. Project will be constructed under a General Contractor at Risk contract.
- D. Originally constructed in 1888, the Fannin County Courthouse, located in Bonham, Texas is a Recorded Texas Historic Landmark. This project is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791. All matters pertaining to the Project shall be conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round IX Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- E. The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project. The Texas Historic Commission considers this project a Restoration Treatment. The Scope of Work must comply with the Standards for Restoration.
- F. For this project to demonstrate that it will preserve and restore the historic integrity of the Fannin County Courthouse the project delivery documents must show THC that no historic building materials, features, and spatial relationships that characterize the building during its period of significance will be unnecessarily removed, demolished or altered in this project. All character defining features of the building that will be removed during the project must be documented, stored and maintained for possible reinstallation in the future.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits and areas specified by the County. Coordinate approved areas with the Owner prior to construction. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Walkways and Entrances: Keep walkways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Assume full responsibility for protection and safekeeping of products under this Contract stored on site.
- E. Obtain and pay for use of any additional storage or work areas needed for operations.

- F. Prohibit smoking within interior spaces.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two (2) days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two (2) days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 2500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Product Substitution Requirements

1.2 GENERAL

- A. Definition: Proposal by Contractor to use manufacturer, product, material, or system different from one required in Contract Documents.
- B. Do not substitute Products unless a Substitution Request Form has been submitted and approved by Architect.
- C. Substitutions during Bidding: Refer to instructions to Bidders
- D. Architect and THC representative will consider substitution requests within 60 days after award of Contract. After initial 60 day period, substitution requests will be considered only due to non-availability of a specified Product through no fault of Contractor.
- E. In case of non-availability of a specified Product notify Architect in writing as soon as non-availability becomes apparent.

1.3 SUBSTITUTION REQUESTS

- A. Submit substitution requests on copy of form bound into Project Manual.
- B. Document specified product and proposed substitution with complete data, including:
 - 1. Product identification, including name and address of manufacturer.
 - 2. Product description, performance and test data, and reference standards.
 - 3. Sample, if requested.
 - 4. Description of any anticipated effect that acceptance of proposed substitution will have on Progress Schedule, construction methods, or other items of Work.
 - 5. Description of any differences between specified product and proposed substitution.
 - 6. Difference in cost between specified product and proposed substitution.
- C. Burden of proof for substantiating compliance of proposed substitution with Contract Document requirements remains with Contractor.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to the Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for design services associated with re-approval by authorities or revisions to Contract Documents to accommodate the substitution.

- E. Substitutions will not be considered if:
 - 1. They are indicated or implied on Shop Drawings or other submittals without submittal of a substitution request form.
 - 2. Approval will require substantial revision of Contract Documents without additional compensation to the Architect.
- F. Submit electronically in Adobe PDF format.
- G. Architect will notify Construction Manager of approval or rejection of each Substitution Request.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not Used

END OF SECTION

DOCUMENT 01 2519

SUBSTITUTION REQUEST FORM

DATE: _____

TO: _____

ATTENTION: _____

PROJECT: _____

We submit for your consideration the following product as a substitution for the specified product:

Section No.	Paragraph	Specified Product
-------------	-----------	-------------------

_____	_____	_____
-------	-------	-------

Proposed Substitution: _____

Reason for Substitution: _____

Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

Samples:

☐ Attached ☐ Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

☐ No ☐ Yes (explain) _____

Effects of proposed substitution on other Work:

Differences between proposed substitution and specified Product:

Manufacturer's warranties of the proposed substitution are:

☐ Same ☐ Different (explain) _____

Maintenance service and spare parts are available for proposed substitution from:

Previous installations where proposed substitution may be seen:

Project: _____	Project: _____
Owner: _____	Owner: _____
Architect: _____	Architect: _____
Date Installed: _____	Dated Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved:

Change to Contract Time, if proposed substitution is approved:

___ No Change ___ Add _____ days ___ Deduct _____ days

Submittal constitutes a representation that Construction Manager has read and agrees to the provisions of Section 01 2500.

Submitted by Contractor:

Signature

Firm

For Use by Architect and THC Representative:

Based on the information supplied by the Construction Manager, the Architect and THC representative has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

___ Approved ___ Approved as Noted ___ Rejected

Submit Additional Information: _____

Architect: _____ Date: _____

THC: _____ Date: _____

SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Supplemental Instructions
 - 2. Proposal Requests
 - 3. Contractor's proposed changes
 - 4. Construction Change Directives
 - 5. Change Orders
- B. Related Sections:
 - 1. Section 01 6000 – Product Requirements

1.2 CHANGE PROCEDURES

- A. Architect's Supplemental Instructions:
 - 1. Format: AIA Document G710 – Architect's Supplemental Instructions.
 - 2. Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.
- B. Proposal Requests:
 - 1. Format: AIA Document G709 – Proposal Request
 - 2. Architect may issue a Proposal Request that includes a detailed description of a proposed change with supplemental or revised Drawings and specifications.
 - 3. Prepare and submit an estimate of any change to Contract Sum or Contract Time within 7 days after receipt. Include the following:
 - a. Quantities and unit costs, with total cost or credit to Owner. If requested, furnish documentation of quantities.
 - b. Delivery charges, equipment rentals, and trade discounts as applicable.
 - c. If change in Contract Time is involved, provide updated Progress Schedule.
 - 4. Do not stop work or initiate changes in response to a Proposal Request. If approved, Owner and Architect will prepare and issue a Change Order.
 - 5. Submit electronically in Adobe PDF format.
- C. Contractor's Proposed Changes:
 - 1. Format: Contractor's standard.
 - 2. Contractor may propose a change by submitting request for change to CM Agent and Architect.
 - 3. Describe proposed change, reason for change, its full effect on Work, and any change to Contract Sum or Contract Time. Include the following:
 - a. Quantities and unit costs, with total cost or credit to Owner. If requested, furnish documentation of quantities.
 - b. Taxes, delivery charges, equipment rentals, and trade discounts as applicable.
 - c. If change in Contract Time is involved, provide updated Progress Schedule.
 - d. Breakdown of labor, material, overhead and profit.
 - 4. All 3rd party trade partners are required to provide the same breakdowns as Trade Partner under direct contract with the Owner.
 - 5. Document any required substitutions in accordance with Section 01 6000.
 - 6. Submit electronically in Adobe PDF format.

- D. Construction Change Directive:
 - 1. Architect may issue a directive, signed by Owner, instructing Trade Partner to proceed with a change for subsequent inclusion in a Change Order.
 - 2. Documentation will describe changes in Work and designate method of determining any change to Contract Sum or Contract Time. Promptly execute change.
- E. Change Orders:
 - 1. Format: AIA Document G701 – Change Order
 - 2. Execution: Prepare Change Orders for signature of parties as provided in Conditions of the Contract.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 2900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Schedule of Values.
 - 2. Applications for Payment.
- B. Related Sections:
 - 1. Section 01 7700 – Closeout Procedures

1.2 SCHEDULE OF VALUES

- A. General:
 - 1. Submit a Schedule of Values to CM Agent and Architect at least 20 days prior to submitting first Application for Payment.
 - 2. Upon request of CM Agent and Architect, furnish additional data to support values given that will substantiate their correctness.
 - 3. Approved Schedule of Values will be used as basis for reviewing Trade Partner's Applications for Payment.
- B. Format and Content:
 - 1. Format: AIA Document G703 – Continuation Sheet of Application and Certification for Payment or Trade Partner's standard electronic media format.
 - 2. Use of Table of Contents of Project Manual as basis of format for listing costs of Work.
 - 3. List installed value of component parts of Work in sufficient detail to serve as basis for computing values for progress payments.
 - 4. Include separate line items for:
 - a. Site mobilization
 - b. Bonds and insurance
 - c. Labor, materials and equipment.
 - d. Overhead and profit.
 - 5. For items on which payment will be requested for stored materials, break down value into:
 - a. Cost of materials, delivered and unloaded
 - b. Total installed value
 - 6. For each line item that has a value of more than \$25,000.00, break down costs to list major products or operations under each item.
 - 7. Total of costs listed in Schedule shall equal Contract Sum.
- C. Submit electronically in Adobe PDF format.
- D. Review and Resubmittal:
 - 1. After initial review by CM Agent and Architect, revise and resubmit if required.
 - 2. Revise and resubmit along with next Application for Payment when a Change Order is issued. List each Change Order as a new line item.

1.3 APPLICATIONS FOR PAYMENT

- A. Preparation:
 - 1. Format: AIA Document G702 – Application and Certification for Payment, supported by AIA Document G703 – Continuation Sheet or Trade Partner's standard electronic media format.

2. Prepare required information in typewritten format or on electronic media format.
 3. Use data from reviewed Schedule of Values. Provide dollar value in each column for each line item representing portion of work performed.
 4. List each authorized Change Order as a separate line item, listing Change Order number, description and dollar value.
 5. Prepare Application for Final Payment as specified in section 01 7700.
- B. Waivers of Lien:
1. Along with each Application of Payment, submit waivers of lien from Trade Partner or Sub-trade partner(s) included on the current month's Application for Payment.
 2. Submit partial waivers on each line item for amount requested, prior to deduction of retainage.
 3. For completed items, submit full or partial waiver.
- C. Substantiating Data:
1. When CM Agent requires substantiating information, submit data justifying dollar amounts in question.
 2. Provide one copy of data with cover letter showing Application number and date, and line item number and description.
- D. Submittal:
1. Submit electronically in Adobe PDF format.
 2. Payment period: Submit at intervals stipulated in Owner / Trade Partner Agreement.
- E. THC Requirements:
1. Provide additional copy of certified Application for Payment, including any back-up documentation, to the CM Agent and Owner so it may be included with their reimbursement request to the THC
 2. THC will review certified Applications for Payment after they have been paid and may request clarification from the consultant.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Project Coordination.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Related Requirements:
 - 1. Section 01 7700 – Contract Closeout

1.2 PROJECT COORDINATION

- A. Submit required project submittals electronically in Adobe PDF format to CM Agent.
- B. Coordinate scheduling, submittals, and work of various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent construction elements.
- D. Coordinate space requirements and installation of mechanical and electrical items that are indicated diagrammatically on Drawings.
 - 1. Follow routing shown as closely as practical; place runs parallel with building lines.
 - 2. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion, protection and clean-up of work of separate Sections in preparation of Substantial Completion.
- G. After Owner occupancy, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.
- H. THC will be given an opportunity to review any samples, mock-ups, shop drawings or other submittals that have the potential to affect the quality or historic character of this project prior to their final approval.
- I. Architect-approved substitutions, minor changes, construction change directives, or change orders that have the potential to affect the quality or historic character of this project shall also be reviewed by THC prior to implementation.

1.3 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Trade Partner shall prepare and submit an RFI in the Trade Partner's standard electronic media format to CM Agent.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Subcontractor.
 - 5. Name of Architect and Trade Partner.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Trade Partners's suggested resolution. If Trade Partner's recommendation(s) impacts the Contract Time or the Contract Sum, Trade Partner shall state impact in the RFI.
 - 12. Trade Partner's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Trade Partner's standard electronic media format.
- D. CM Agent will review and forward with recommendation to Architect and any associated parties for response.
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five (5) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. or during weekend hours will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Trade Partner to submit Change Proposal according to Section 01 2600 - Contract Modification Procedures
 - a. If Trade Partner believes the RFI response warrants change in the Contract Time or the Contract Sum, notify CM Agent in writing within ten (10) days of receipt of the RFI response.

- F. RFI Log: CM Agent will prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Include the following:
1. Project name.
 2. Name and address of Trade Partner.
 3. Name and address of CM Agent.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Date of distribution to all affected parties.
- G. Review response and notify CM Agent within five (5) days if Trade Partner disagrees with response.

1.4 PRECONSTRUCTION CONFERENCE

- A. Schedule within 15 days after date of Notice to Proceed at CM Agents project field office.
- B. Attendance:
1. Trade Partner
 2. Owner
 3. CM Agent
 4. THC Representative
 5. Architect
 6. Major subcontractors and suppliers as CM Agent deems appropriate.
- C. Review and Discuss:
1. Jobsite Safety and Safety procedures.
 2. Relation and coordination of various parties, and responsible personnel for each party.
 3. Use of premises, including office and storage areas, temporary controls, and security procedures.
 4. Construction schedule and critical work sequencing.
 5. Working hours
 6. Owner's occupancy requirements.
 7. Parking availability.
 8. Processing of:
 - a. Contract modifications
 - b. Shop Drawings, Product Data, and Samples
 - c. Applications for Payment
 - d. Substitutions
 - e. Submittals
 9. Submittal Schedule
 - a. Trade Partner to provide submittal schedule to CM Agent for coordination with THC representative. THC will highlight submittal sections that will require their review and approval.
 10. Schedule of Values
 - a. Trade Partner to provide progress payment schedule
 11. Project Meetings.
 12. Reporting requirements
 13. Procedures for maintaining contract closeout submittals as specified in Section 01 7700.
 14. Notification procedures and extent of testing and inspection services.
 15. Approved substitutions, minor changes, construction change directives, or change orders that have the potential to affect the quality or historic character of this project shall also be reviewed by THC prior to implementation.

1.5 PROGRESS MEETINGS

- A. Attendance:
 - 1. Trade Partner
 - 2. Owner
 - 3. CM Agent
 - 4. THC Representative
 - 5. Architect
 - 6. Subcontractors and suppliers as appropriate to agenda
 - 7. Others as appropriate to agenda.
- B. Review and Discuss:
 - 1. Work progress since previous meeting, including:
 - a. Field observations, deficiencies, conflicts, and problems.
 - b. Progress and completion date.
 - c. Corrective measures needed to maintain quality standards, progress, and completion date.
 - 2. Status of:
 - a. Requests for information.
 - b. Submittals.
 - c. Contract modifications.
 - 3. Coordination between various elements of Work.
 - 4. Maintenance of Project Record Documents.

1.6 PRE-INSTALLATION CONFERENCES

- A. Where required in individual specification Sections, CM Agent will convene a pre-installation conference at project site or other designated location.
- B. Require attendance of parties directly affecting or affected by work of the specific Section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related work.
- D. Reference individual specification Sections for full agenda.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal procedures.
 - 2. Proposed Products list.
 - 3. Submittal schedule.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Quality control submittals.
- B. Related Sections:
 - 1. Section 01 4000 - Quality Requirements.

1.2 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual section number and a sequential number within each section. Number re-submittals with original number and an alphabetic suffix.
- B. Identify Project, Trade Partner or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals listed under "Submittals for Review" simultaneously for each Product or Specification Section.
- D. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- E. CM Agent and Architect will not review incomplete submittals.
- F. Apply Trade Partner's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed by contracted Trade Partner for compliance with the Contract Documents.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements of Work and Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to CM Agent's field office. Coordinate submittal of related items.
- H. Submittal:
 - 1. CM Agent will provide a standard transmittal form containing Architect's and consultants' actions, comments, and other procedural information.
- I. Distribution after Review:
 - 1. Approved submittals: Parties to promptly report any inability to comply with provisions.
 - 2. Submittals requiring resubmittal:
 - a. If instructed to revise and resubmit submittals, Trade Partner is to have resubmitted submittal back to CM Agent within 5 business days.
 - b. Identify changes made since previous submittal.
- J. For each submittal, allow 14 days for full Architect and Consultant review, excluding delivery time to and from CM Agent. Allow 21 days for THC review.

- K. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.
- L. Revise and resubmit submittals when required; identify all changes made since previous submittal.

1.3 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Submit electronically in Adobe PDF format to CM Agent.

1.4 SUBMITTAL SCHEDULE

- A. Within 15 days after date of Notice to Proceed, submit a submittal schedule showing all submittals proposed for project, including submittals listed as:
 - 1. Submittals for Review.
 - 2. Quality Control Submittals.
 - 3. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
 - 5. For submittals requiring review, provide date reviewed submittal will be required for release of materials and equipment to meet the construction schedule.
- C. Submit electronically in Adobe PDF format.

1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or room number shown on Contract Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit electronically in Adobe PDF format. CM Agent will return one copy to Trade Partner for printing and distribution.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data. Full catalogs will not be reviewed.
- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit electronically in Adobe PDF format. CM Agent will return one copy to Trade Partner for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for selection.

- C. Include identification on each sample, with full Project information.
- D. Unless otherwise specified in individual specifications, submit four of each sample.
- E. CM Agent will notify Trade Partner of approval or rejection of samples, or of selection of color, texture, or pattern if full range is submitted.
- F. Electronic format of colors, texture or patterns will not be reviewed. This includes website links. Physical samples are required for approval and selections.

1.8 QUALITY CONTROL SUBMITTALS

- A. Quality control submittals specified in Section 01 4000 are for information and do not require responsive action except to require resubmission of incomplete or incorrect information.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 3591

RESTORATION PROJECT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Definitions.
 - 2. Historic significance.
 - 3. Restoration procedures.
 - 4. Historic artifacts.
 - 5. Salvaged materials.
 - 6. Alterations.
 - 7. Hazardous material procedures.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Texas Historic Courthouse Preservation Program Round IX Grant Manual

1.2 DEFINITIONS

- A. Match Existing: Provide new materials to match the existing, in place material in all aspects as closely as possible. Existing materials are those which are visible in whole or in part in the building.
- B. Match Original: Provide new materials to match the original material in all aspects as closely as possible. Original materials are those which were originally installed in the building at the time of its completion, prior to previous alterations, and which may predate existing materials.
- C. Preservation: The act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.
- D. Reconstruction: The act or process of reproducing, by means of new construction, the form, features, and detailing of a non-surviving building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
- E. Restoration: The act or process of accurately depicting the form, features, and character as it appeared at a particular time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.
- F. Salvage: The act or process of removing a building element or portion thereof, protecting it, documenting the location from which it was removed, packing for storage, and delivery to the Owner where applicable.

1.3 QUALITY ASSURANCE

- A. Historic Significance:
 - 1. Originally constructed in 1888, the Fannin County Courthouse, located in Bonham, Texas is a Recorded Texas Historic Landmark. This project is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791. All matters pertaining to the Project shall be conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round IX Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
 - 2. The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project. The Texas Historic Commission considers this project a Restoration Treatment. The Scope of Work must comply with the Standards for Restoration.
 - 3. For this project to demonstrate that it will preserve and restore the historic integrity of the Fannin County Courthouse the project delivery documents must show THC that no historic building materials, features, and spatial relationships that characterize the building during

its period of significance will be unnecessarily removed, demolished or altered in this project. All character defining features of the building that will be removed during the project must be documented, stored and maintained for possible reinstallation in the future.

- B. Restoration Procedures:
 - 1. Preserve original materials, finishes, and profiles.
 - 2. Blend new and original work to provide smooth transitions and uniform appearance.
 - 3. Cease work, notify Owner and Architect, and await instructions if materials or conditions encountered at the site are not as indicated by the Contract Documents or if structure is in danger of movement or collapse.
- C. Historic Artifacts: If artifacts of a historic nature are encountered during the Work:
 - 1. Cease work in the affected area immediately.
 - 2. Protect artifacts from damage.
 - 3. Notify Owner and Architect and await instructions.
 - 4. Salvage or dispose of artifacts as directed by the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

- A. New Materials:
 - 1. Provide new materials to match original adjacent materials or original materials for closing of openings, repairs, and reconstructions where suitable salvaged materials do not exist, are insufficient in quantity, or where reuse is not permitted.
 - 2. Retain samples of original materials on site for comparison purposes.
 - 3. Match original materials in material, type, size, quality, color, finish, and other attributes.
- B. Reused Materials:
 - 1. Clean and prepare salvaged materials for reuse.
 - 2. Do not use materials with objectionable chips, cracks, splits, dents, scratches, or other defects.
 - 3. Repair operable items to function properly.

PART 3 EXECUTION

3.1 PREPARATION

- A. Test materials to be used in repairs for compatibility with existing original materials; do not use incompatible materials.
- B. Cut, move, or remove items to provide access for alterations and restoration work. Replace and restore upon completion.
- C. Protect original materials and surfaces from damage by construction operations.

3.2 ALTERATIONS

- A. Coordinate alterations and renovations to expedite completion.
- B. Minimize damage to original materials and surfaces; provide means for restoring products and finishes to their original or specified new condition.
- C. Remove unsuitable materials not marked for salvage.
- D. Remove debris and abandoned items from areas of work and from concealed spaces.
- E. Refinish visible surfaces to specified condition, with neat transition to adjacent surfaces.
- F. Install products and finish surfaces as specified in individual sections, or where no specification section exists, to match original.
- G. Finish patches to provide uniform color and texture over entire surface, with repairs not discernible from normal viewing distance. If finish cannot be matched, refinish entire surface to nearest intersections.
- H. Rework finished surfaces to smooth plane, without breaks, steps, or bulkheads:

1. Where new work abuts or aligns with existing, provide smooth and even transition.
 2. Where a change in plane of 1/4 inch or more occurs, submit recommendation to Architect for transition.
- I. Where alterations expose mechanical and electrical components which were previously concealed, rework to be concealed in completed work.

3.3 HAZARDOUS MATERIAL PROCEDURES

- A. If hazardous or suspected hazardous materials are encountered:
1. Stop work in affected area immediately.
 2. Notify Owner and Architect and await instructions.
 3. Prevent damage to materials.
 4. Prevent human contact.
 5. Owner will arrange for abatement or removal of hazardous materials under a separate contract.

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. References.
 - 2. Quality assurance and control of installation.
 - 3. Mockups.
 - 4. Manufacturer's field services and reports.
 - 5. Design data and calculations.
 - 6. Test reports and certifications.
 - 7. Manufacturer's installation instructions.
 - 8. Qualification Statements.
- B. Related Sections:
 - 1. Document 01 4001 - Qualification Statement Form.

1.2 REFERENCES

- A. For products or workmanship specified by reference to association, trade, or industry standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from CM Agent and Architect before proceeding.
- C. Conform to edition of reference standard in effect as of date of Owner / Trade Partner Agreement.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from CM Agent and Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 MOCKUPS

- A. Definition:
 - 1. Mockups are field samples constructed, applied, or assembled at the project site for review by the Owner and Architect that illustrate materials, equipment, or workmanship.
 - 2. Approved mockups establish the standard of quality by which the Work will be judged.
- B. Construct, apply, or assemble specified items, with related attachment and anchorage devices, flashings, seals, and finishes.
- C. Perform work in accordance with applicable specifications sections.

- D. Erect at project site at location acceptable to CM Agent. Protect from damage.
- E. Removal:
 - 1. Mockups may remain as part of the Work only when so designated in individual specification sections.
 - 2. Do not remove mockups until removal is authorized by CM Agent and Architect or upon Project Final Completion.
 - 3. Where mockup is not permitted to remain as part of the Work, clear area after removal of mockup has been approved by CM Agent and Architect.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, or startup of equipment, as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit electronically in Adobe PDF format within 10 days after each observation.

1.6 DESIGN DATA AND CALCULATIONS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide design data and calculations.
- B. Accuracy of design data and calculations is the responsibility of the Trade Partner.
- C. When so specified, prepare design data and calculations under the direction of a professional engineer licensed in the state in which the Project is located. Affix engineer's seal to submittals.
- D. Submit electronically in Adobe PDF format.

1.7 TEST REPORTS AND CERTIFICATIONS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturers' certifications.
- B. Indicate that material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Submittals may be recent or previous test results on material or Product but must be acceptable to CM Agent and Architect.
- D. Submit electronically in Adobe PDF format.

1.8 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:
 - 1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, as applicable.
 - a. Submit in quantities specified for Product Data.
 - b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - c. Identify conflicts between manufacturers' instructions and requirements of Contract Documents.
 - 2. Perform installation of Products to comply with requirements of manufacturer's instructions.
 - 3. If installation cannot be performed in accordance with manufacturer's instructions, notify CM Agent and Architect and await instructions.
 - 4. Submit electronically in Adobe PDF format.

1.9 QUALIFICATION STATEMENTS

- A. Where individual specification sections require submittal of a Qualification Statement from Trade Partner, submit on copies of document included in Document 01 4001.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 4001

HISTORIC PRESERVATION QUALIFICATION STATEMENT FORM

Originally constructed in 1888, the Fannin County Courthouse, located in Bonham, Texas is a Recorded Texas Historic Landmark. This project is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791. All matters pertaining to the Project shall be conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round IX Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.

The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project. The Texas Historic Commission considers this project a Restoration Treatment. The Scope of Work must comply with the Standards for Restoration.

For this project to demonstrate that it will preserve and restore the historic integrity of the Fannin County Courthouse the project delivery documents must show THC that no historic building materials, features, and spatial relationships that characterize the building during its period of significance will be unnecessarily removed, demolished or altered in this project. All character defining features of the building that will be removed during the project must be documented, stored and maintained for possible reinstallation in the future.

Due to the historic significance of the building, the contractor and selected subcontractors and their craftsmen will be subject to pre-qualification to assure that they have satisfactory previous experience and appropriate skills in the restoration of historic structures.

Pre-qualification is required for the following work sections:

Section 03 0330 – Concrete Restoration and Cleaning	Section 07 6300 – Aluminum Cornice
Section 04 0341 – Restoration Mortar	Section 07 6400 – Aluminum Dormers
Section 04 0342 – Masonry Restoration	Section 08 0386 – Vault Door Restoration
Section 04 0344 – Masonry Cleaning	Section 09 2300 – Gypsum Plaster
Section 05 7000 – Ornamental Metals	Section 09 6400 – Wood Flooring
Section 06 4000 – Architectural Woodwork	Section 09 6516 – Resilient Sheet Flooring
Section 06 4600 – Wood Trim	Section 09 9100 - Painting
Section 07 3116 – Metal Shingles	Section 10 7429 – Historic Cupola Clock Tower

Prospective subcontractors or general contractors intending to submit bids for the work of these sections must submit:

Three completed Historic Preservation Qualification Forms listing three successfully completed projects demonstrating appropriate experience in the work of relevant specification sections. Three forms should be submitted for each specification section requiring prequalification.

HISTORIC PRESERVATION QUALIFICATION FORM

The form must be completed by all contractors or subcontractors who wish to be prequalified for work sections noted on previous page. The form must be entirely filled in and all requested information must be provided. **Complete one of these forms for each of three different projects. Use a separate page for each project listed.**

Specification Section: _____

Company Name: _____

Listed project must have been completed within the last 5 years and be comparable in scale and type of work to be performed.

Name of Project: _____

Project Location: _____

Project Architect: (Name) _____

(Phone) _____

Project Owner: (Name) _____

(Phone) _____

Date of Construction: _____

Value of Contract: _____

Brief Work Description: _____

Project Personnel: (Name) _____

(Title) _____

(Name) _____

(Title) _____

END OF SECTION

SECTION 01 4523

TESTING AND INSPECTION SERVICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Laboratory selection and payment.
 - 2. Laboratory duties.
 - 3. Contractor's responsibilities.
- B. Related Sections: Individual specifications sections contain specific tests and inspections to be performed.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
 - 2. D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
 - 3. D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - 4. E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.
 - 5. E543 - Standard Specification for Agencies Performing Nondestructive Testing.

1.3 QUALITY ASSURANCE

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified testing and inspection.
- B. Contractor shall cooperate with the Testing Laboratory to facilitate performance of its work.
- C. Refer to the Conditions of the Contract for provisions related to special inspections and testing.
- D. Qualifications of Laboratory:
 - 1. Meet requirements of ASTM C1077, D3666, D3740, E329, and E543.
 - 2. Authorized to operate in State in which project is located.

1.4 LABORATORY DUTIES

- A. Cooperate with Architect and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance or noncompliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect and Contractor of observed irregularities or deficiencies of Work or products.
- D. Promptly submit report of each test and inspection; submit electronically in Adobe PDF format to Architect and Contractor.
- E. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing Laboratory name, address, and telephone number.
 - 4. Name of Inspector and signature of individual in charge.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of product and specification section.
 - 9. Location of sample or test in project.
 - 10. Type of inspection or test.

11. Results of tests and compliance or noncompliance with Contract Documents.
12. Interpretation of test results when requested by Architect or Contractor.

F. Perform additional tests when required by Architect or General Contractor.

G. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of work.
3. Perform any duties of General Contractor.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with Laboratory personnel, provide access to Work, and to manufacturer's operations.

B. When materials require testing prior to being incorporated into Work, secure and deliver to Laboratory adequate quantities of representative samples of materials proposed to be used.

C. Furnish copies of product test reports as required.

D. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at site or at source of product to be tested.
3. To facilitate inspections and tests.
4. For safe storage and curing of test samples.

E. Notify Laboratory sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.

F. When tests or inspections cannot be performed after such notice, reimburse Owner for Laboratory personnel and travel expenses incurred due to General Contractor's negligence.

G. Make arrangements with Laboratory and pay for additional samples and tests required for Contractor's convenience.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary utilities.
 - 2. Field offices and sheds.
 - 3. Temporary controls.
 - 4. Security.
 - 5. Progress cleaning.
 - 6. Water, erosion, sediment, dust, and mold and mildew control.
 - 7. Removal.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 TEMPORARY ELECTRICITY

- A. Provide temporary electrical service of capacity and characteristics required for construction.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- C. Maintain distribution system and provide routine repairs.

3.2 TEMPORARY LIGHTING

- A. Provide temporary lighting for construction and security purposes.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lamps and provide routine repairs.
- D. Provide portable lights when required to provide minimum lighting levels necessary for specific work.

3.3 TEMPORARY HEAT

- A. Provide temporary heating devices required to maintain specified ambient temperatures for construction.
- B. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless otherwise indicated in individual specification sections.

3.4 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to facilitate curing of materials, disperse humidity, and prevent accumulations of dust, fumes, vapors, or gases.
- B. Provide temporary fan units as required to maintain clean air for construction.

3.5 TEMPORARY TELEPHONE AND COMPUTER SERVICES

- A. Not Used

3.6 TEMPORARY WATER

- A. Provide temporary water required for construction.
- B. Extend branch piping and provide temporary hoses so that water is available at locations needed for work.
- C. Protect from freezing.
- D. Maintain distribution system and provide routine repairs.

3.7 TEMPORARY SANITARY FACILITIES

- A. Provide chemical toilets for use during construction.
- B. Permanent toilets may not be used during construction.
- C. Maintain facilities in clean and sanitary condition.

3.8 FIELD OFFICES AND SHEDS

- A. Do not unreasonably encumber site or premises with excess materials or equipment.

3.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from construction operations.
- B. Provide barricades required by governing authorities for public right-of-ways.

3.10 EXTERIOR CLOSURES

- A. Not Used

3.11 PROTECTION OF INSTALLED WORK

- A. Prohibit traffic from landscaped areas.

3.12 PROGRESS CLEANING

- A. Maintain areas free from waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Provide containers for collection of waste materials, debris, and rubbish; remove and dispose of off site as required by construction activities.

3.13 TEMPORARY CONTROLS

- A. Water Control:
 - 1. Prevent puddling water.
 - 2. Provide water barriers to protect site from soil erosion.
- B. Dust Control:
 - 1. Provide dust control materials and methods to minimize dust from construction operations.
 - 2. Prevent dust from dispersing into atmosphere.
- D. Mold and Mildew Control:
 - 1. Provide continuous measures to prevent formation of mold and mildew in construction.

3.14 REMOVAL

- A. Not Used

END OF SECTION

SECTION 01 5639

TEMPORARY TREE PROTECTION AND PRUNING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the protection and trimming of all trees on the site.

1.2 Project Goals

- A. It is a primary goal of this project to maintain the existing trees on their current condition. The General Contractor shall take all measures possible to maintain the general health of the trees and minimize any negative impact to the trees. The General Contractor shall employ a certified arborist approved by the Owner to provide all tree canopy clearances for access and construction. Prior to any excavation the arborist shall provide in writing a written procedure for excavation in order to minimize the damage to existing tree roots. The Contractor shall dig around roots carefully so as not to damage roots, allowing arborist to provide proper pruning. In no case will contractor rip, tear or pull out roots of surrounding trees. Contractor is to provide this flexibility with in bid amount.

1.3 SITE CONDITIONS

- A. Protection of Existing Trees:
 - 1. Protect against unnecessary breaking or skinning of roots or skinning and bruising of bark.
 - 2. Carefully and cleanly cut roots and branches of trees.
 - 3. Coat roots over 1-1/2" diameter that is cut with asphalt paint.
 - 4. Temporarily on branches cover exposed roots with wet burlap to prevent roots from drying out.
 - 5. Provide a 1" layer of mulch covered with plywood over all tree root drip lines for protection of root systems. There will be no excessive trampling or material storage in these areas.
 - 6. Arborist will be required to go to the site and air spade the first 18" beyond edge of new proposed pool deck to expose deck for tree pruning as needed for construction.
- B. Additional Information
 - 1. Refer to Landscape Planting Specifications for supplemental information, where applicable.

1.4 GUARANTEE

- A. Guarantee existing trees against damage until final acceptance of the Project. Repair any damage, which, in the opinion of the Project Representative, can be satisfactorily corrected. Provide services of qualified Arborist acceptable to the Project Representative to determine damage.
- B. A dollar value will be assigned to each tree designated for preservation. This value will determined as defined in Section 1.5 – H below.

1.5 DEFINITIONS

- A. Drip Line: The drip line follows the general configuration of the outermost edge of the tree formed by its leaves and branches.
- B. Barrier: A fence installed as a temporary device for the purpose of prevention preventing unauthorized access during the full period of construction.

- C. Disturbance Damage: Physical or visual change to the trees, which in the opinion of the Project Representative, is detrimental to the trees being protected. Such disturbance may be caused by equipment, material or personnel.
- D. Violation: Damage to trees caused by any construction or delivery vehicle, construction material storage or disposal of solid or liquid debris shall be considered a violation. The Project Representative will report the observed violation to the Contractor verbally, if possible, and in writing within seven (7) days of a violation.
- E. Notice shall include the date, the approximate time, the general location and type if violation. These reports are a courtesy to the Contractor and could lead to dismissal from the job.
- F. Replacement Costs: Replacement cost for a tree will be assessed in two (2) forms if a protected tree appears to be dying due to construction damage prior to final acceptance of the Project.
 - 1. Trees 12" caliper or less shall be removed and replaced with a new tree of same value. Tree type will be of a variety and specification to be determined by the Project Representative.
 - 2. Trees greater than 12" caliper shall be removed by the Contractor and the dollar value assigned in this section paid to the Owner as replacement costs.
- G. Tree Removal: Contractor shall perform tree removal subsequent to approval by the Project Representative. Disposal shall be in accordance with these specifications. A tree removal permit through the City is required for all trees over 8" caliper and designated a protected tree under Article 10.
- H. Tree Value: Replacement tree value is based on the following:
 - 1. \$1,090.00 for the first (8) caliper inches.
 - 2. \$36.00 for each caliper inch after,

Note: The same value will also be used for tree limbs that are qualified as "beyond repair".

1.6 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.7 QUALITY ASSURANCE

- A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site on a full-time basis during execution of Work.
- B. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the state of Texas.
- C. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance-Standard Practices".
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings".
 - 1. Before starting tree protection and trimming, meet with representatives of authorities having jurisdiction, Owner, Architect, consultants, and other concerned entities. Review tree protection and trimming procedures and responsibilities. Notify participants at least three working days before convening conference. Record discussions and agreements and furnish a copy to each participant.**

PART 2 – PRODUCTS

2.1 MATERIALS

A. Tree Protection Fencing:

1. All areas marked on plan for tree protection shall be fenced with high density polyethylene safety fence, as manufactured by SA-50, Dallas, Texas, or equal, shall be installed and maintained throughout construction period.
2. Fencing shall be a minimum of four feet high and secured by steel "T" stakes at twelve (12') feet on center.

PART 3 – EXECUTION

3.1 PREPARATION

A. Temporary Fencing: Install temporary fencing located as indicated or outside the drip line of trees to protect remaining vegetation from construction damage.

1. Install 4' min. chain link fence according to ASTM F 567 and manufacturer's written instructions.

B. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.

C. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.

D. Do not allow fires under or adjacent to remaining trees or other plants.

3.2 EXCAVATION

A. Install shoring or other protective support systems to minimize sloping or benching of excavations.

B. Do not excavate within drip line of trees unless otherwise indicated.

C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.

1. Relocate roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and relocate them without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches (75 mm) back from new construction.
2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil

D. Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3 REGRADING

A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond drip line of trees. Maintain existing grades within drip line of trees.

- B. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope away from trees as recommended by qualified arborist, unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- C. Minor Fill: Do not fill grade over existing grade of trees under drip line.

3.4 TREE PRUNING

- A. Prune remaining trees affected by temporary and new construction and as indicated on the plans.
- B. Prune remaining trees to compensate for root loss caused by damage or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.
- C. Pruning Standards: Prune trees according to ANSI A300 as follows:
 - 1. Type of Pruning: Crown cleaning.
 - 2. Type of Pruning: Crown thinning.
 - 3. Type of Pruning: Crown raising.
 - 4. Type of Pruning: Crown reduction.
 - 5. Type of Pruning: Crown restoration.
- D. Cut branches with sharp pruning instruments; do not break or chop.
- E. Remove all tree pruning debris from site.

3.5 TREE REPAIR

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.
- B. Remove dead and damaged trees that the qualified arborist determines to be incapable of restoring to a normal growth pattern.
- C. Aerate surface soil, around all affected areas 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Aerate using air or water pressure injection methods approved by Owner and Project Representative.

3.6 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material, displaced trees, and pruning debris from site.

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products.
 - 2. Transportation and handling.
 - 3. Storage and protection.
 - 4. Reuse of existing materials.
 - 5. Product options.
- B. Related Sections:
 - 1. Section 01 2500 - Substitution Procedures.

1.2 PRODUCTS

- A. Provide interchangeable components by the same manufacturer for identical items.
- B. Do not use products containing asbestos or other known hazardous materials.
- C. Do not reuse materials and equipment removed from existing construction in completed Work, except as specifically permitted by the Contract Documents.

1.3 TRANSPORTATION AND HANDLING

- A. Coordinate delivery of Products to prevent conflict with Work and adverse conditions at site.
- B. Transport and handle Products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to ensure that Products comply with requirements of Contract Documents, are undamaged, and quantities are correct.
- D. Provide equipment and personnel to handle products by methods to prevent damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions with manufacturer's seals and labels intact and legible.
- B. Store Products on site unless prior written approval to store off site has been obtained from Owner.
- C. Store Products subject to damage by elements in weathertight enclosures. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- D. Exterior Storage:
 - 1. Store fabricated Products above ground; prevent soiling and staining.
 - 2. Cover products subject to deterioration with impervious sheet coverings; provide ventilation to prevent condensation.
 - 3. Store loose granular materials in well drained area on solid surfaces; prevent mixing with foreign matter.
- E. Arrange storage areas to permit access for inspection. Periodically inspect stored products to verify that products are undamaged and in acceptable condition.

1.5 REUSE OF EXISTING MATERIALS

- A. Carefully remove, handle, protect, and store Products.
- B. Clean and refinish Products to original or specified condition.

- C. Restore operable components to working condition.
- D. Arrange and pay for transportation, storage, and handling of Products requiring off site storage, restoration, or renovation.

1.6 PRODUCT OPTIONS

- A. Products specified by reference standard only:
 - 1. Select any Product meeting the specified standard.
 - 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.
- B. Products specified by naming two or more acceptable Products: Select any named Product.
- C. Products specified by stating that the Contract Documents are based on a Product by a single manufacturer followed by the statement "Equivalent products by the following manufacturers are acceptable":
 - 1. Select the specified Product or a Product by a named manufacturer having equivalent or superior characteristics to the specified Product and meeting the requirements of the Contract Documents.
 - 2. If the specified Product is not selected, submit Product Data to substantiate compliance of proposed Product with specified requirements.
 - 3. The specified Product establishes the required standard of quality.
- D. Products specified by naming one or more Products followed by "or approved substitute" or similar statement:
 - 1. Submit a substitution request under provisions of Section 01 2500 for Products not listed.
 - 2. The specified Product establishes the required standard of quality.
- E. Products specified by naming one or more Products or manufacturers followed by the statement "Substitutions: Under provisions of Division 01":
 - 1. Submit a substitution request under provisions of Section 01 2500 for Products not listed.
 - 2. The specified Product establishes the required standard of quality.
- F. Products specified by naming one Product followed by the statement "Substitutions: Not permitted": Substitutions will not be allowed.
- G. Products specified by required performance or attributes, without naming a manufacturer or Product:
 - 1. Select any Product meeting specified requirements.
 - 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 7329

CUTTING AND PATCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements and limitations for cutting and patching of work.
- B. Related sections:
 - 1. Section 01 2500 - Substitution Procedures.

1.2 SUBMITTALS

- A. Submit written request in advance of executing cutting or alteration that affects:
 - 1. Work of Owner or separate contractor.
 - 2. Structural integrity of project.
 - 3. Integrity or effectiveness of weather exposed or moisture resistant elements or systems.
 - 4. Efficiency, operational life, maintenance, or safety of operational elements.
 - 5. Visual qualities of sight exposed elements.
- B. Include in Request:
 - 1. Identification of project.
 - 2. Description of work affected.
 - 3. Necessity for cutting or patching.
 - 4. Effect of cutting or patching on work of Owner or separate contractor, or on structural, weatherproof, or visual integrity of project.
 - 5. Description of proposed work:
 - a. Scope of cutting and patching.
 - b. Subcontractor and trades to execute work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 - 6. Alternate to cutting and patching.
 - 7. Cost proposal, if applicable.
 - 8. Written permission of any separate contractor whose work will be affected.
 - 9. Written approval from Architect and THC representative
- C. If conditions of work or schedule necessitate a change of material from that originally installed, submit substitution request in accordance with Section 01 2500.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 PREPARATION

- A. Examine existing conditions of work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering work, examine conditions affecting installation of new products or performance of work.
- C. Provide protection for other portions of project.
- D. Provide protection from elements.

3.2 CUTTING AND PATCHING

- A. Execute cutting to include excavating, fitting, and patching of Work required to:

1. Make several parts fit properly.
 2. Uncover work to provide for installation of ill timed work.
 3. Remove and replace defective work.
 4. Remove and replace work not conforming to requirements of Contract Documents.
 5. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.
- B. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances, and finishes.
- C. Execute cutting and demolition by methods that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- D. Execute excavating and backfilling by methods that will prevent damage to other Work, and will prevent settlement.
- E. Employ original installer or fabricator to perform cutting and patching for:
1. Weather exposed or moisture resistant elements.
 2. Sight exposed finished surfaces.
- F. Restore work that has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- G. Refinish entire surfaces as necessary to provide an even finish:
1. Continuous surfaces: To nearest intersections.
 2. Assembly: Refinish entirely.

END OF SECTION

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.
 - 4. Project record documents.
 - 5. Operation and maintenance data.
 - 6. Warranties.
 - 7. Spare parts and maintenance materials.
 - 8. Starting of systems.
 - 9. Demonstration and instructions.

1.2 CLOSEOUT PROCEDURES

- A. Substantial Completion:
 - 1. Submit written certification that the Work is substantially complete in accordance with Contract Documents and is ready for inspection by Architect and THC representative. Include a comprehensive list of items to be completed prior to final payment.
 - 2. Upon receipt of written certification and comprehensive list of items to be completed, the Architect and THC representative will make an inspection to determine whether the Work is substantially complete.
 - 3. If Architect performs re-inspection due to failure of Work to comply with claims of status of completion made by Contractor, Owner will compensate Architect for such additional services and will deduct the amount of such compensation from final payment to Construction Manager.
 - 4. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Construction Manager shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
 - 5. The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- B. Final Inspection:
 - 1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for inspection by Architect and THC representative.
 - 2. If Architect performs re-inspection due to failure of Work to comply with claims of status of completion made by Contractor, Owner will compensate Architect for such additional services and will deduct the amount of such compensation from final payment to Contractor.
- C. Submit final Application for Payment showing original Contract Sum, adjustments, previous payments, retainage withheld from previous payments, and sum remaining due.
- D. Closeout Submittals:
 - 1. Evidence of compliance with requirements of governing authorities.
 - 2. Certificate of Occupancy.
 - 3. Project Record Documents.
 - 4. Operation and Maintenance Data
 - 5. Maintenance Manual for actual equipment, materials and finishes provided that includes recommended service frequency requirements and life expectancy estimates of equipment and systems.
 - 6. Warranties.

7. Keys and keying schedule.
8. Spare parts and maintenance materials.
9. Evidence of payment of Subcontractors and suppliers.
10. Final lien waiver.
11. Certificate of insurance for products and completed operations.
12. Consent of Surety to final payment.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view:
 1. Clean glass.
 2. Remove temporary labels, stains and foreign substances.
 3. Polish transparent and glossy surfaces.
 4. Vacuum carpeted surfaces; damp mop hard surface flooring.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean or replace filters of operating equipment.
- E. Clean debris from roofs and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain following record documents on site; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Material Safety Data Sheets.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Make entries neatly and accurately.
- E. Label each set or volume with "PROJECT RECORD DOCUMENTS", project title, and description of contents.
 1. Organize contents according to Project Manual table of Contents.
 2. Provide table of contents for each volume.
- F. Drawings: Mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Drawings.
- G. Specifications: Mark each Product section description of actual Products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.

- H. Shop Drawings: Mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Shop Drawings.
- I. Submission Requirements:
 - 1. One half size set of drawing to be included in Completion Report
 - 2. One full size set for THC archives
 - 3. Electronic files in Adobe PDF format along with final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Identify as "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- B. Contents:
 - 1. Directory: List names, addresses, and telephone numbers of Architect, Construction Manager, Subcontractors, and major equipment suppliers.
 - 2. Operation and maintenance instructions: Arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
 - 3. Project documents and certificates including:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Copies of warranties and bonds.
- C. Submittal:
 - 1. Submit electronically in Adobe PDF format at least 15 days prior to final inspection.
 - 2. Architect will notify Construction Manager of any required revisions after final inspection.
 - 3. Revise content of documents as required prior to final submittal.
 - 4. Submit revised documents electronically in Adobe PDF format within 10 days after final inspection.

1.7 WARRANTIES

- A. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- B. Include Table of Contents.
- C. Submit electronically in Adobe PDF format along with final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site in location as directed; obtain receipt prior to final payment.

1.9 STARTING OF SYSTEMS

- A. Notify Owner and Architect at least seven days prior to startup of each system or piece of equipment.
- B. Prior to beginning startup verify that:
 - 1. Lubrication has been performed.
 - 2. Drive rotation, belt tension, control sequences, tests, meter readings, and electrical characteristics are within manufacturer's requirements.

3. Utility connections and support components are complete and tested.
- C. Execute start-up under supervision of applicable manufacturer's representative or Construction Manager's personnel in accordance with manufacturers' instructions.
- D. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
- E. Submit written report that equipment or system has been properly installed and is functioning correctly.

1.10 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize Operation and Maintenance Manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed upon times, at equipment location.
- E. Prepare and insert additional data in Operation and Maintenance Manuals when need for additional data becomes apparent during instruction.

1.11 COMPLETION REPORT

- A. Purpose:
 1. To document the changes that occurred to the property as a result of this project and why they were made. With an identification of which elements of the building are original, which have been reconstructed based on historic evidence, and which were inserted to serve current functional needs, further impacts to original materials may be avoided and the historic building fabric may be interpreted in terms of its historic significance.
 2. To provide a record of the substantive investment of state funds made in the property. The condition of the building prior to work, work undertaken and the final result should be clearly documented.
 3. To facilitate the grant recipient's ability to operate and maintain the building in a good state of repair.
- B. When Required:
 1. All THCPP funded construction activities will require a completion report.
- C. Final reimbursement to the Owner for grant eligible work performed by the Contractor on this project is contingent on receipt of the Project Closeout submittals from the Contractor.
- D. Owner will withhold 5% of retainage from Contractor until Project Closeout submittals are fully submitted and approved by Architect and THC representative.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 02 4119

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, safety of structure, and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Conform to applicable codes when hazardous or contaminated materials are discovered.

1.4 PROJECT CONDITIONS

- A. Minimize interference with streets, walks, public right-of-ways, and adjacent facilities.
- B. If hazardous materials are discovered, notify Owner and Architect and await instructions.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. If any of the following conditions are encountered, cease work immediately, notify Owner and Architect, await instructions:
 1. Structure is in danger of movement or collapse.
 2. Materials or conditions encountered differ from those designated in the Contract Documents.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

- F. Obtain written approval from Architect and THC representative of all locations and demolition methods used for selective demolition prior to commencement of the Work.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.1 PREPARATION

- A. Erect temporary barricades, warning devices, and controls.
- B. Provide protective coverings, shoring, bracing, and supports for construction designated to remain.
- C. Temporarily or permanently disconnect utilities as required.

3.2 DEMOLITION

- A. Remove existing construction to extent indicated and as necessary to join new work to existing. Do not remove more than is necessary to allow for new construction.
- B. Do not damage work designated to remain.
- C. Minimize noise and spread of dirt and dust.
- D. Assign work to trades skilled in procedures involved.
- E. Plug ends of disconnected utilities with threaded or welded caps.
- F. Protect and support active utilities designated to remain. Post warning signs showing location and type of utility and type of hazard.
- G. Store items designated for reinstallation or reuse on site in protected areas.
- H. Store items designated to remain property of the Owner where directed by Owner.
- I. Remove and dispose of waste materials off site.

END OF SECTION

SECTION 04 0344
MASONRY CLEANING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Chemical cleaning of limestone.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 00 3126 – Environmental Reports.
 - 3. Section 00 3144 – Masonry Conservation Report.

1.2 DEFINITIONS

- A. Low Pressure: Less than 60 PSI.
- B. Medium Pressure: 60 to 400 PSI.
- C. High Pressure: 400 to 1000 PSI.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Include product description, application procedures, precautions, and limitations in use of products.
- B. Quality Control Submittals:
 - 1. Qualifications: Restorer qualifications, including previous projects.

1.4 QUALITY ASSURANCE

- A. Restorer Qualifications:
 - 1. Minimum 5 years experience in work of this Section.
 - 2. Successful completion of at least 3 projects of similar scope and complexity within past 5 years.
- B. Mockup: Clean approximately 10 square feet of each type of existing masonry in the presence of Architect and THC representative.
 - 1. Determine effectiveness of materials and methods.
 - 2. Appropriate method to be used will be the gentlest means possible.
 - 3. Test clean with water prior to attempting use of chemicals.
 - 4. Ensure that materials and procedures will not discolor or damage historic surfaces.
 - 5. Perform multiple applications of varying concentrations of cleaning solution to determine optimum concentration.
 - 6. Test adjacent non-masonry surfaces for detrimental reaction with paint stripper and cleaning solution.
 - 7. Locate where directed.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Do not perform work when ambient or surface temperature is below 40 degrees F, during precipitation, or if these conditions are anticipated within 24 hours after completion of work.
 - 2. Do not perform work when wind could carry materials to adjacent or underlying materials, or to adjacent property.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Dumond. (www.dumondchemicals.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Paint Stripper: Peel Away 1 by Dumond or approved substitute.
- B. Water: Potable, clean, and free from acids, alkalis, and detrimental matter.

2.3 EQUIPMENT

- A. Spray Equipment:
 - 1. Capable of producing and maintaining water pressure of 400 psi maximum.
 - 2. Equipped with 40 degree stainless steel fan tip.

2.4 MIXES

- A. Mix materials in accordance with manufacturer's instructions to proportions determined by cleaning of mockup.

PART 3 EXECUTION

3.1 PREPARATION

- A. Close off areas in which work is being performed to pedestrian and vehicular traffic.
- B. Protect adjacent and underlying surfaces from damage.
- C. Install temporary dams and containment devices to collect runoff water.
- D. Reference Section 00 3126 – Environmental Reports.

3.2 GENERAL

- A. Clean existing masonry surfaces.
- B. Remove dirt, hydrocarbons, grease, oil, environmental pollutants, and residues.
- C. Sandblasting and the use of non-proprietary acids is prohibited.
- D. Follow manufacturer's instructions and procedures established during preparation of mockup.
- E. Do not damage existing surfaces. Leave surfaces uniform in appearance.

3.3 CLEANING OF LIMESTONE

- A. Pre-wet surfaces with clean hot water at medium pressure until stone surface is saturated.
- B. Apply paint stripper by brush or roller to uniform coverage. Work solution into surface voids and joints.
- C. Allow solution to stand on surfaces for 48 hours.
- D. If surfaces begin to dry, re-wet surfaces and apply additional solution.
- E. Rinse surfaces with clean hot water at medium pressure.
 - 1. Hold nozzle perpendicular to surface; work at uniform rate and uniform distance from surface.
 - 2. Work from bottom of wall up.
 - 3. Continue washing until sudsing has ceased.

- E. Repeat cleaning process (A through E) for entire exterior of the building.
- F. Manually remove unsightly mastic remnants in crevices and joints that are visible from the ground level with non-abrasive brush or pick.

END OF SECTION

SECTION 16

PHOTOS

NORTH ELEVATION



EAST ELEVATION

SOUTH ELEVATION



WEST ELEVATION