



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Jaime Kovar
Interim County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

February 19, 2020

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 20-060 – South Post Oak Park Expansion for Fort Bend County

Addendum 1:

Attached is addendum 1 and Questions and Answers. Vendors are to use Addendum 1 document while preparing their solicitation response. Extended due date to March 3, 2020, Revised Section 4.0 and 8.0. Revised drawings prepared by architect.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Interim County Purchasing Agent

***AMENDED 2/19/2020**
Fort Bend County, Texas
Request for Proposals



South Post Oak Park Expansion
for Fort Bend County
RFP 20-060

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

*Tuesday, ~~February 25~~ March 3, 2020
2:00 PM (Central)

MARK ENVELOPE:

RFP 20-060
Park Expansion

***ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES PUBLICLY READ.

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
Interim County Purchasing Agent
Jaime.kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 1/24/2020
Issued: 2/3/2020



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Legal Company Name <small>(top line of W9)</small>			
Business Name <small>(if different from legal name)</small>			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____	Certification # _____ Certification # _____ Certification # _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Proposals (“Proposals or RFP”) for selection of a Contractor (“Respondent”) to complete the expansion of the South Post Oak Park (“Project”), located as 5500 Hobby Street, Houston, Texas. Vendor is to construct a restroom/storage building of approximately 1,154 square feet, a community room with press box of approximately 547 square feet, a team meeting building of approximately 1,084 square feet. The buildings are to include a pre-engineered system to include clad with masonry and metal siding. Vendor to provide prefabricated bleachers with cover, goals, team benches, scoreboard, fencing and gates, hardware, hollow metal doors and frame, painting and gypsum board ceilings, millwork, signage, flooring and landscaping. Utility tie-in to the City of Houston system. Parking will be completed by Fort Bend County and not included in the scope of work. Alternate bids to include two (2) artificial turf playfields to include all required preparations, field lighting to include all associated electrical requirements, and 25-second play clock including all associated electrical requirements.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

***AMENDED 2/19/2020**

- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Interim County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytexas.gov
Ph: 281.341.3724

***4.0 SUBMISSION REQUIREMENTS:**

- 4.1 Submission requirements: one (1) original proposal is required by RFP opening time of 2:00 PM on Tuesday, ~~February 25~~ **March 3**, 2020. Five (5) paper copies and one (1) electronic response on CD or flash drive are required to be submitted to Purchasing by 9:00 AM on Wednesday, ~~February 26~~ **March 4**, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

Proposal Number: R20-060
Due Date: Tuesday, ~~February 25~~ **March 3**, 2020
Time: 2:00 PM (CST)
For: South Post Oak Park Expansion

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the

Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the

***AMENDED 2/19/2020**

initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is **Tuesday, February 18, 2020 at 10:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

***8.0 TENTATIVE SCHEDULE:**

Release of RFP:	February 3, 2020
Pre-RFP conference:	February 11, 2020
Deadline for Questions:	February 18, 2020
Submission Due Date:	February 25, 2020 March 3, 2020
Evaluation of Submissions:	Week of March 2nd 9th
Commissioners Court Permission to Negotiate:	March 10, 2020 March 17, 2020
Negotiations:	Beginning March 10, 2020 March 17, 2020
Final Contract Approval Commissioners Court:	March 31, 2020 April 7, 2020

9.0 PRE-RFP CONFERENCE:

A Pre-RFQ conference will be conducted on **Tuesday, February 11, 2020 at 11:00 AM** (central). The pre-RFQ conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All vendors are encouraged to attend. A site visit will be conducted after the conference, if necessary.

10.0 RETENTION OF RESPONDENT’S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrive at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners’ Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it’s agents as confidential. The Respondent and it’s agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County.

21.2.2 Identification number use: RFP 20-060

21.2.3 Description is: South Post Oak Park Expansion

21.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such

insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 22.5 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property,

materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property

damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20200247 01/03/2020
Superseded General Decision Number: TX20190247

State: Texas
Construction Type: Building
County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/03/2020

ASBE0022-009 16/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 24.28	14.16

BOIL0074-003 01/01/2017

BOILERMAKER	\$ 28.00	22.35
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CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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* ELEC0716-005 08/28/2017

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 32.25	9.24
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ELEV0031-003 01/01/2019

ELEVATOR MECHANIC	\$ 42.60	33.705
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FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2019

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 24.42	7.12
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PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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* PLUM0068-002 10/01/2019

PLUMBER PLUM0211-010 10/01/2018	\$ 36.15	11.04
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PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.30	12.26
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SHEE0054-003 07/01/2017

SHEET METAL WORKER (Excludes HVAC Duct and Unit

Installation) \$ 27.72 13.70

SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00

TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

25.0 PERMITS:

It shall be the sole responsibility of the successful Respondent to obtain any required permits in the name of Fort Bend County.

26.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

27.0 NAME BRANDS:

Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

28.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should

be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

28.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Cost
2	Understanding Scope of Work
3	Firm's Experience
4	Staff Experience
5	Proposed Schedule
6	Overall Completeness of Proposal

28.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

28.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

28.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1
Cost (weight factor = 45%)

- Complete Exhibit I.

Tab 2
Understanding Scope of Work (weight factor = 15%)

- Respondents must express, in detail, their understanding of this specific project. In addition, describe how the project requested will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Tab 3
Firm's Experience (weight factor = 15%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing general contracting services for youth sports complexes or similar facilities. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, detailed description of project, completion date, final cost, the client, and a contact person and phone number.

Tab 4

Staff Experience (weight factor = 10%)

- Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing project management and construction services for building youth sports complexes or similar facilities. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, the client, and a contact person and phone number and completion date. In addition, provide resumes for project superintendent and project manager who will be assigned to this project.

Tab 5

Proposed Schedule (weight factor = 10%)

- Provide project schedule.

Tab 6

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form
- Completed Contractor Acknowledgement of Stormwater Management Program form

29.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the

contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

30.0 RETAINAGE:

Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except *five* percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including services provided by its sub-contractors.

31.0 LIQUIDATED DAMAGES:

If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

32. STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 32.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 32.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

33.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

34.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

34.1 Vendor Form

34.2 W9 Form

34.3 Tax Form/Debt/Residence Certification

34.4 Contractor Acknowledgement of Stormwater Management Program

34.5 No Bid/Proposal Questionnaire

35.0 EXHIBIT:

Exhibit I: Pricing

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.

[City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

NO BID/PROPOSAL/QUALIFICATIONS FORM

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Bid/RFP/RFQ Number: _____

Vendor's not responding to this solicitation are requested to complete and submit this form to:
Jessica.Carabajal@fortbendcountytexas.gov

Please provide your purpose for not responding to this solicitation.

<input type="checkbox"/>	Project size is too large.	
<input type="checkbox"/>	Project size is too small.	
<input type="checkbox"/>	Unable to obtain required bonding.	
<input type="checkbox"/>	Unable to obtain required insurance.	
<input type="checkbox"/>	Not within the scope of our expertise.	
<input type="checkbox"/>	Not equipped to complete this project.	
<input type="checkbox"/>	Can supply item, but it is not competitive.	
<input type="checkbox"/>	Not enough time to respond to this solicitation.	
<input type="checkbox"/>	Do not desire to remain on your notification list.	
<input type="checkbox"/>	Cannot supply item/service by the delivery/completion date.	
<input type="checkbox"/>	Do not provide this type of product. Please remove us from your notification list for this solicitation.	
<input type="checkbox"/>	Not interested in this type of project. Explain:	
<input type="checkbox"/>	Cannot comply with specifications. Explain:	
<input type="checkbox"/>	Other:	

Please complete the below information:

Company Name:	
Mailing Address:	
Physical Address:	
City:	
State & Zipcode:	
Name of Signatory:	
Title of Signatory:	
Signature:	

RFP 20-060

Exhibit I: Pricing

Base bid

\$ _____

Calendar days for completion _____

Alternate 1: Two (2) artificial turf playfields, including all required preparation

\$ _____

Calendar days for completion _____

Alternate 2: All field lighting, including all associated electrical requirements

\$ _____

Calendar days for completion _____

Alternate 3: 25-second play clock, including associated electrical requirements

\$ _____

Calendar days for completion _____

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated _____ Received _____

Addendum No 2 dated _____ Received _____

Addendum No 3 dated _____ Received _____

Name of Respondent

Signature of Authorized Representative

Printed Name of Representative

Fort Bend County

RFQ 20-060 South Post Park Expansion for Fort Bend County

Q&A #1

Question 1: Will the detention pond be in our scope of work?

Answer: Yes, Detention Pond is in contractor's scope of work.

Question 2: Will any grading outside of the building pad/ bleacher area be required? (If the parking lot is by fort bend county, will I have grade any of it? Or just leave it as is?)

- a. Will we be doing any grading in the football field area if they choose to not go with the artificial turf playfields? It looks like it is very close to grade as it is.

Answer: Yes, See revised civil plans

Question 3: Does the "Utility tie-in to the City of Houston system" as noted in the include all of the utilities and storm on the football field site? Or does it only include what is on the plans labeled "24-Inch Storm SWR. Connection to ROW, 8" San SWR. And 8" Water Line Extension"?

It seems like in the Offsite Utility Plans shows that we are removing and replacing half of Hobby Road for the sanitary sewer install (see note 1 on sheets 4 through 7). Can you ask them to confirm that this is what is expected for our proposal? (It will be quite expensive for that length of road)

If you could ask them if a bore is something they would entertain, they might save some money. It is about 1300 feet sanitary which would require about 13 bore pits or 13 panels of concrete removed. We are talking about 1170SY of concrete repair for the bore pits vs 2900SY of repair for taking out the full half of the road.

**Answer: All City of Houston Utility Tie-in as well as the football field.
Follow Civil drawings for proposal
Boring is an option.**

Question 4: Will drawing details for the base or drainage of the synthetic turf alternate be provided?

Answer: Comply with Specifications for Installation of Turf field

Question 5: I would like to clarify the scope for this project. The Scope of Work states that we are responsible for the utility tie in to the City of Houston System. Does that include all of the waterline and sanitary sewer extension work on the attached pages? Please advise.

Answer: Yes

Question 6: The scope letter indicates parking will be by FBC, will that include both the 6" gravel and 6" subgrade; and that we are to only rough grade the proposed parking area?

Answer: Contractor to rough grade parking areas

Question 7: Please confirm that permanent utility connections and associated fees will be by FBC (meters, taps, impact fees, reservation fees, etc.)

Answer: Yes, FBC responsibility

Question 8: If alternate one is not selected, are we to only provide San Augustine sod at the playing field with required irrigation? There are no specifications related to the desired playing surface if alternate one is not chosen.

Answer: Base Bid, provide St. Augustine sod and associated irrigation

Question 9: Will the PA system be by others? If not, please provide a specification.

Answer: PA system will be furnished and installed by Owner

Question 10: What is the cross section of the fields on the base bid?

Answer: See Civil Drawings

Question 11: What is the cross section of the synthetic fields for the alternate bid?

Answer: See Civil Drawings

Question 12: Can you provide specs for the natural grass fields?

Answer: See Civil Drawings

Question 13: We noticed the crowns are very flat...0.1% flat. That's 1" fall from the CL to the sideline. Can you confirm this?

Answer: See revised Civil Drawings, this Addendum.

Question 14: See attached Revised Sheets

**Answer: C200,C300,C400,C500
S201,S202,S204,S302,S410
A101,A202.0,A202.1,A301,A402,A404,A601,A702,A703
MEP100,E002,E003,EL300,EP200,EP300,EP400,P001
P002,P003,P004,P201,P300,P301,P401**

Questions 15: ADD AIA Document A201 – General Conditions of the Contract

DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >><< >>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >><< >>
<< >>

TABLE OF ARTICLES

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- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and

completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER’S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of

the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 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, shall 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 Contractor 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. 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.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the

Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to

persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement

of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise

have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established

under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand

fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

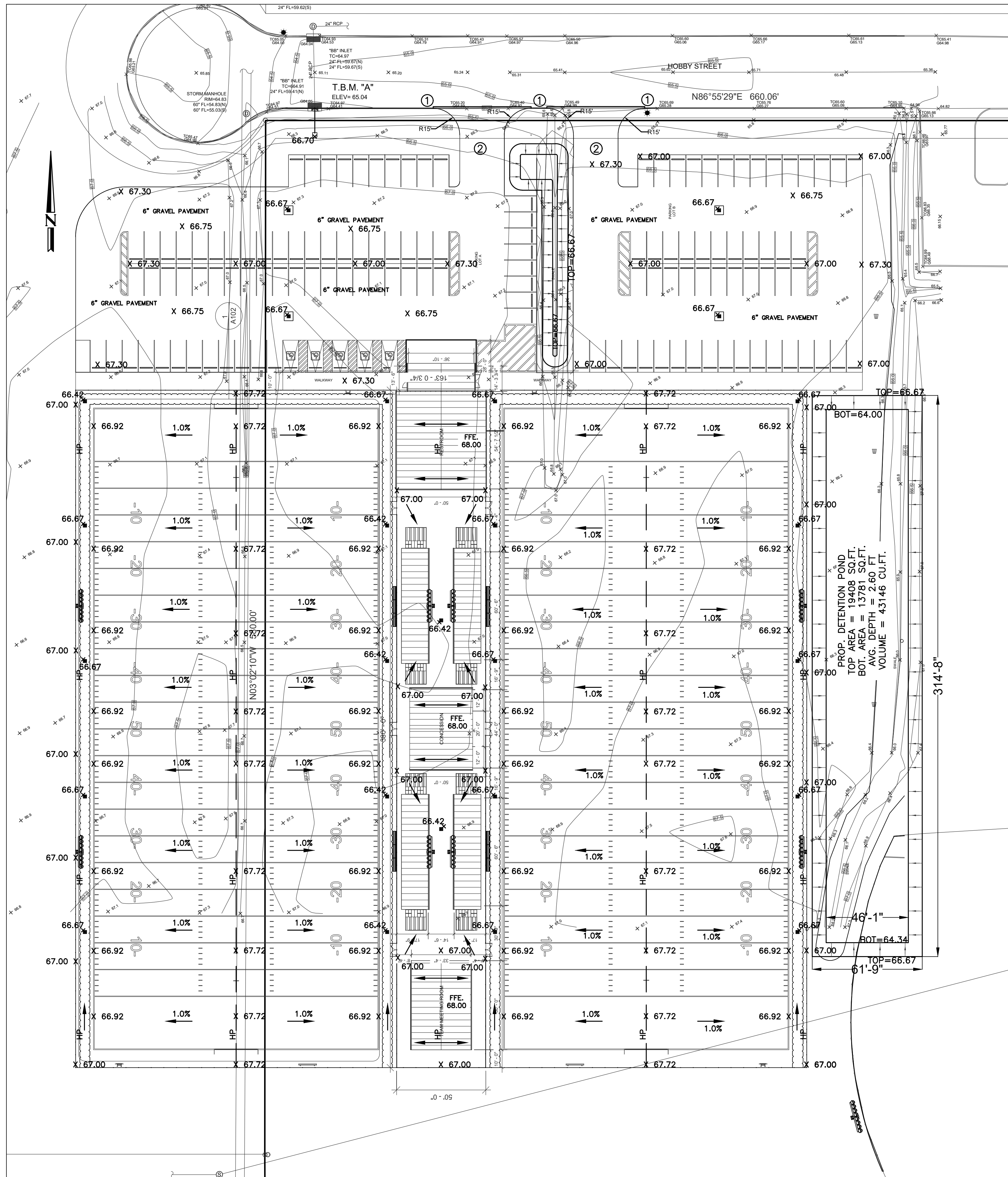
§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

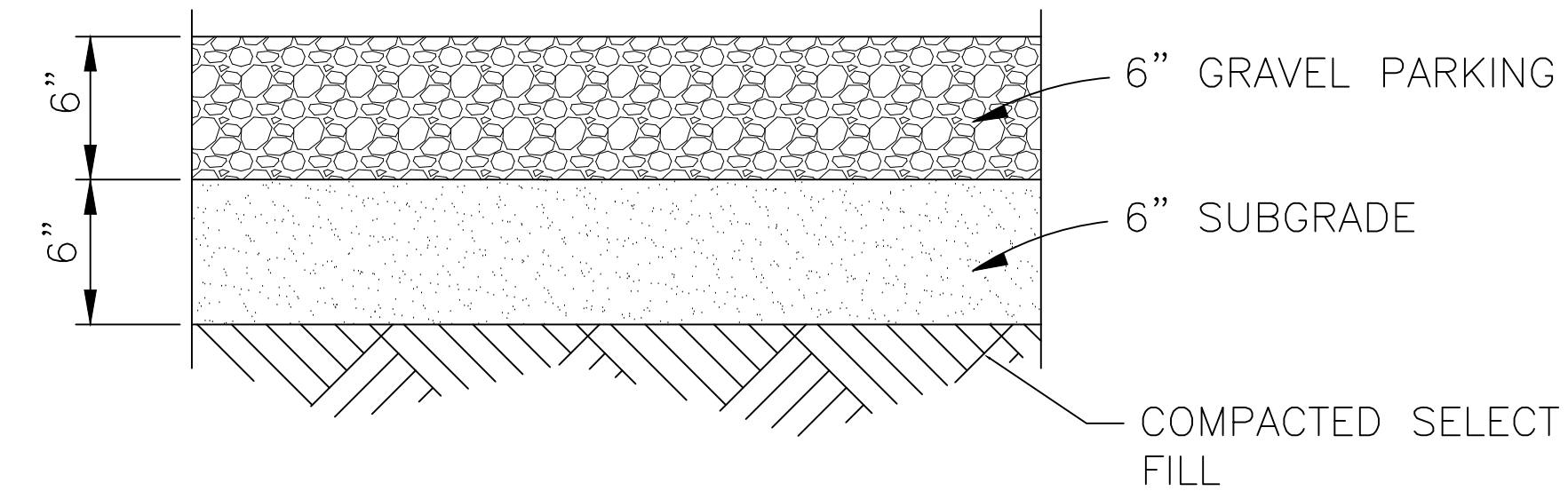
§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.





KEYED PLAN NOTES

- ▬ FLOW DIRECTION
- PROPOSED INLET
- ▨ EXIST. TYPE A INLET
- TC TOP OF CURB
- TP TOP OF PAVEMENT
- WL WATER LINE
- HP HIGH POINT
- X 55.00 PROPOSED ELEVATION
- X 55.00 EXISTING ELEVATION
- ② CONSTRUCT CONCRETE DRIVE WAY AS SHOWN
- ① MATCH EXISTING ELEVATION

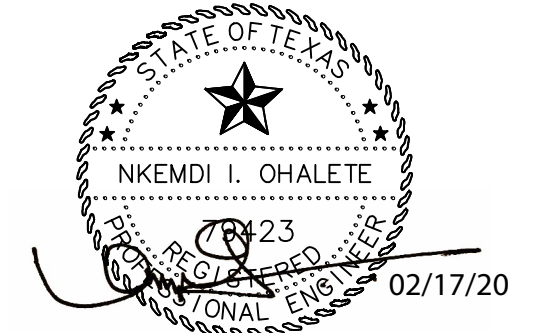


6" GRAVEL PAVEMENT



440 Benmar Dr
Houston, Texas 77060
PH: 832-448-2462
FAX: 832-448-2466
Project No: 6001-01

NEDU ENGINEERING SERVICES, INC
ENGINEERS, PROJECT MANAGERS, ESTIMATORS, INSPECTORS
6776 SOUTHWEST FWY., SUITE 320
HOUSTON, TEXAS, 77074
PHONE: (713) 268-1666
FAX: (713) 268-1667
TBPE NO. F-8029



100% CD SUBMITTAL FOR PERMIT 04/22/2019

CONSULTANTS:
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NEDU ENGINEERING SERVICES, INC
6776 SOUTHWEST FWY, HOUSTON, TX 77074

STRUCTURAL ENGINEER
HENDERSON ROGERS STRUCTURAL ENGINEERS, LLC
2603 AUGUSTA DR #800, HOUSTON, TX 77057

MEP ENGINEER
MARSHALL ENGINEERING CORPORATION
715 N HOUSTON AVE, HUMBLE, TX 77338

FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019
Drawn: RA
Checked: NIO
Scale: As Indicated
ACAD File:

Revisions:

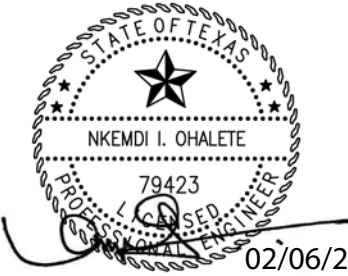
DESCRIPTION	DATE
50% CD	02/22/2019
95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
CITY COMMENTS	02/06/2020

GRADING PLAN

C2.00

440 Benmar Dr
Houston, Texas 77060
PH: 832-448-2462
FAX: 832-448-2466
Project No: 6001-01

NEDU ENGINEERING SERVICES, INC
ENGINEERS, PROJECT MANAGERS, ESTIMATORS, INSPECTORS
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TBPE NO. F-8029



100% CD SUBMITTAL FOR PERMIT 04/22/2019

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MEP ENGINEER
MARSHALL ENGINEERING CORPORATION
715 N HOUSTON AVE, HUMBLE, TX 77338

FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019
Drawn: RA
Checked: NIO
Scale: As Indicated

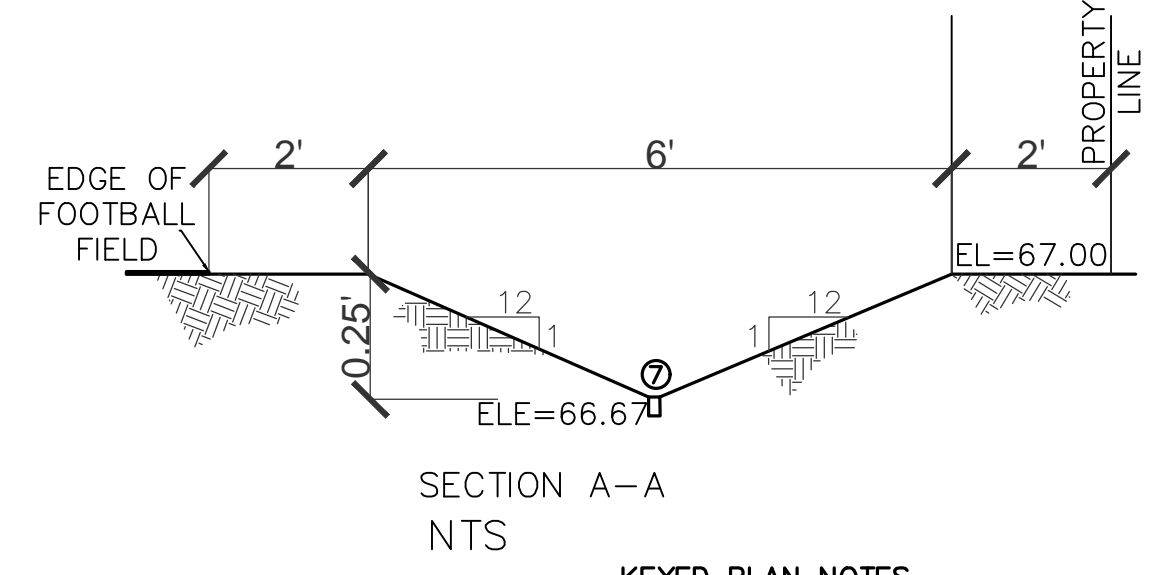
Revisions:	DESCRIPTION	DATE
50% CD		02/22/2019
95% CD		03/22/2019
ISSUED FOR PERMIT		04/22/2019
CITY COMMENTS		02/06/2020

DRAINAGE AND UTILITY PLAN

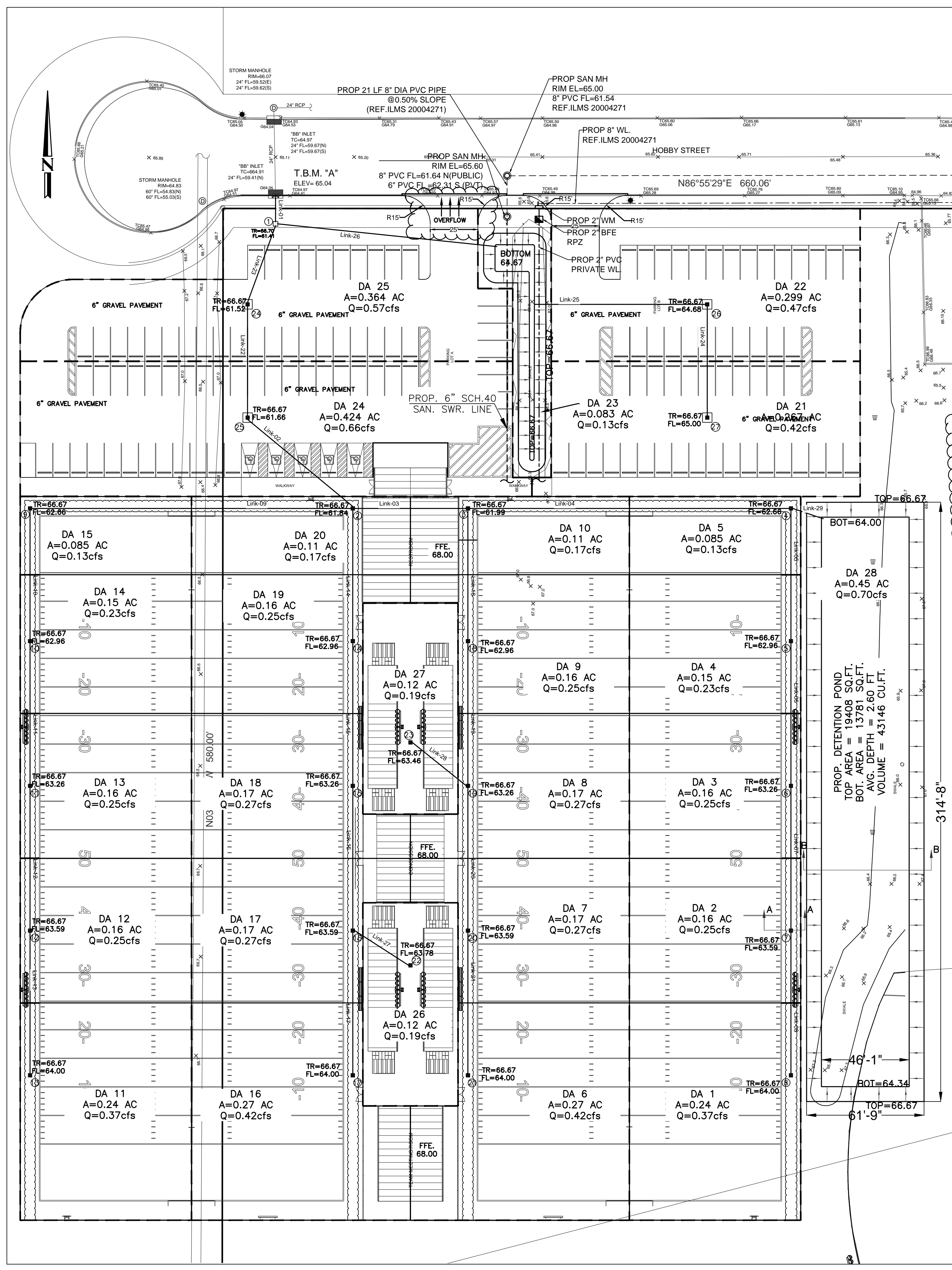
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FOOTBALL FIELDS UPGRADES (2 YRS)			
Cwt=0.25	Cwt = (0.85*0)+(0.25)*(5.4828)	5.48	
Existing	A(imperv)= 0.00 ac A(per)= 5.48 ac		
	TC= 10*A ^{0.17813} *15=	28.49	
	I(2yr5)= b (d+TC) ²	3.18 IN/HR	
Q	Q(imperv)= 0.25x0x3.18 Q(per)= 0.25x5.4828x3.18 Q(Total existing)= 0+9.1	0.00 cfs 4.36 cfs 9.10 cfs	CIA/Z
Developed	Cwt=0.49 I= 3.18 IN/HR A(imperv)= 2.16 ac A(per)= 3.32 ac	5.48	
	Q(imperv)= 0.49x2.16x3.18 Q(per)= 0.49x3.3185x3.18 Q(Total)= 3.37+5.17	3.37 cfs 5.17 cfs 8.54 cfs	
OUT FLOW ORIFICE SIZE CALCULATION (FOR LOW FLOW CONDITION)			
Use 6.0" dia. Restrictor (MINIMUM RESTRICTOR SIZE ALLOWED)			
A	Q = C _d A _o √2gh	0.196	
C=0.8	g=32.2ft/s ² h=4.79 ft (66.50-61.71-0.25) Q=0.8*0.196*sqrt(2*32.2*4.72)	2.68 cfs	
Required rate of storage			
% impervious cover		39.47%	
Sreq	0.50 Ac-ft/Ac		
43560x(0.5x2.1643)		47,138.45	
Summary			
1	Area Served= 5.48 Acres= 238708.80 Sq.ft		
2	Detention Volume Req'd=0.50 acre-feet/acre		
2A	Existing Development Impervious=0.00 Sq.ft		
2B	Land Area Required to provide detention=84082.00 Sq.ft		
3	Detention Storage Volume Required = 47138.45 Cu.ft		
4	Total Detention Storage Volume Provided= 48009.16 CUF		
5	Maximum Outfall Rate Allowed (0.5 cfs/ac X 3.58 ac) = 2.74 cfs	FOR LOW FLOW	
6	Maximum Outfall Rate Allowed (2.0 cfs/ac X 3.58 ac) = 10.97 cfs	FOR HIGH FLOW	
7	Maximum Outfall Rate Provided = 2.68 cfs	FOR LOW FLOW	
8	Maximum Outfall Rate Provided = 4.87 cfs	FOR HIGH FLOW	
9	Restrictor Size= 6.0 inches	PRIMARY	
10	Restrictor Size= 8.0 inches	SECONDARY	

- NOTE**
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND PRESERVING ALL EXISTING TREES IF ANY ON SITE.
 - THERE MAY EXIST UNDERGROUND UTILITIES WITHIN THE PROJECT LIMIT THAT HAS NOT BEEN IDENTIFIED ON THESE PLANS NOR ON THE SURVEY. CONTRACTOR TO FIELD VERIFY WITH UTILITIES COMPANIES AND PROPERTY OWNER PRIOR COMMENCING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING STRUCTURES AND FACILITIES NOT MARKED TO BE REMOVED AND SHALL REPAIR SAME TO ITS ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
 - CONTRACTOR IS FULLY RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY REGULATORY AGENCIES HAVING JURISDICTION OVER THE PROJECT LOCATION.



- | | | |
|--|---|---|
| <p>① PROPOSED CATCHBASIN INLET 30"x30" INVERT ELEV. 61.46 FT RIM ELEV. 66.67 FT</p> <p>② PROPOSED CATCHBASIN INLET 24"x24" INVERT ELEV. 61.84 FT RIM ELEV. 66.67 FT</p> <p>③ PROPOSED CATCHBASIN INLET 24"x24" INVERT ELEV. 62.73 FT (IN) INVERT ELEV. 61.99 FT (OUT) RIM ELEV. 66.67 FT</p> <p>④ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 62.66 FT RIM ELEV. 66.67 FT</p> <p>⑤ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 62.93 FT RIM ELEV. 66.67 FT</p> <p>⑥ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.26 FT RIM ELEV. 66.67 FT</p> <p>⑦ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.59 FT RIM ELEV. 66.67 FT</p> <p>⑧ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 64.00 FT RIM ELEV. 66.67 FT</p> <p>⑨ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 62.66 FT RIM ELEV. 66.67 FT</p> | <p>⑩ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 62.93 FT RIM ELEV. 66.67 FT</p> <p>⑪ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.26 FT RIM ELEV. 66.67 FT</p> <p>⑫ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.59 FT RIM ELEV. 66.67 FT</p> <p>⑬ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 64.00 FT RIM ELEV. 66.67 FT</p> <p>⑭ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 62.96 FT RIM ELEV. 66.67 FT</p> <p>⑮ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.26 FT RIM ELEV. 66.67 FT</p> <p>⑯ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.59 FT RIM ELEV. 66.67 FT</p> <p>⑰ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 64.00 FT RIM ELEV. 66.67 FT</p> <p>⑱ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 62.96 FT RIM ELEV. 66.67 FT</p> | <p>⑲ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.26 FT RIM ELEV. 66.67 FT</p> <p>⑳ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.59 FT RIM ELEV. 66.67 FT</p> <p>㉑ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 64.00 FT RIM ELEV. 66.67 FT</p> <p>㉒ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.93 FT RIM ELEV. 66.67 FT</p> <p>㉓ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 63.62 FT RIM ELEV. 66.67 FT</p> <p>㉔ PROPOSED CATCHBASIN INLET 30"x30" INVERT ELEV. 64.00 FT RIM ELEV. 66.67 FT</p> <p>㉕ PROPOSED CATCHBASIN INLET 30"x30" INVERT ELEV. 61.52 FT RIM ELEV. 66.67 FT</p> <p>㉖ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 64.68 FT RIM ELEV. 66.67 FT</p> <p>㉗ PROPOSED CATCHBASIN INLET 18"x18" INVERT ELEV. 65.00 FT RIM ELEV. 66.67 FT</p> |
|--|---|---|

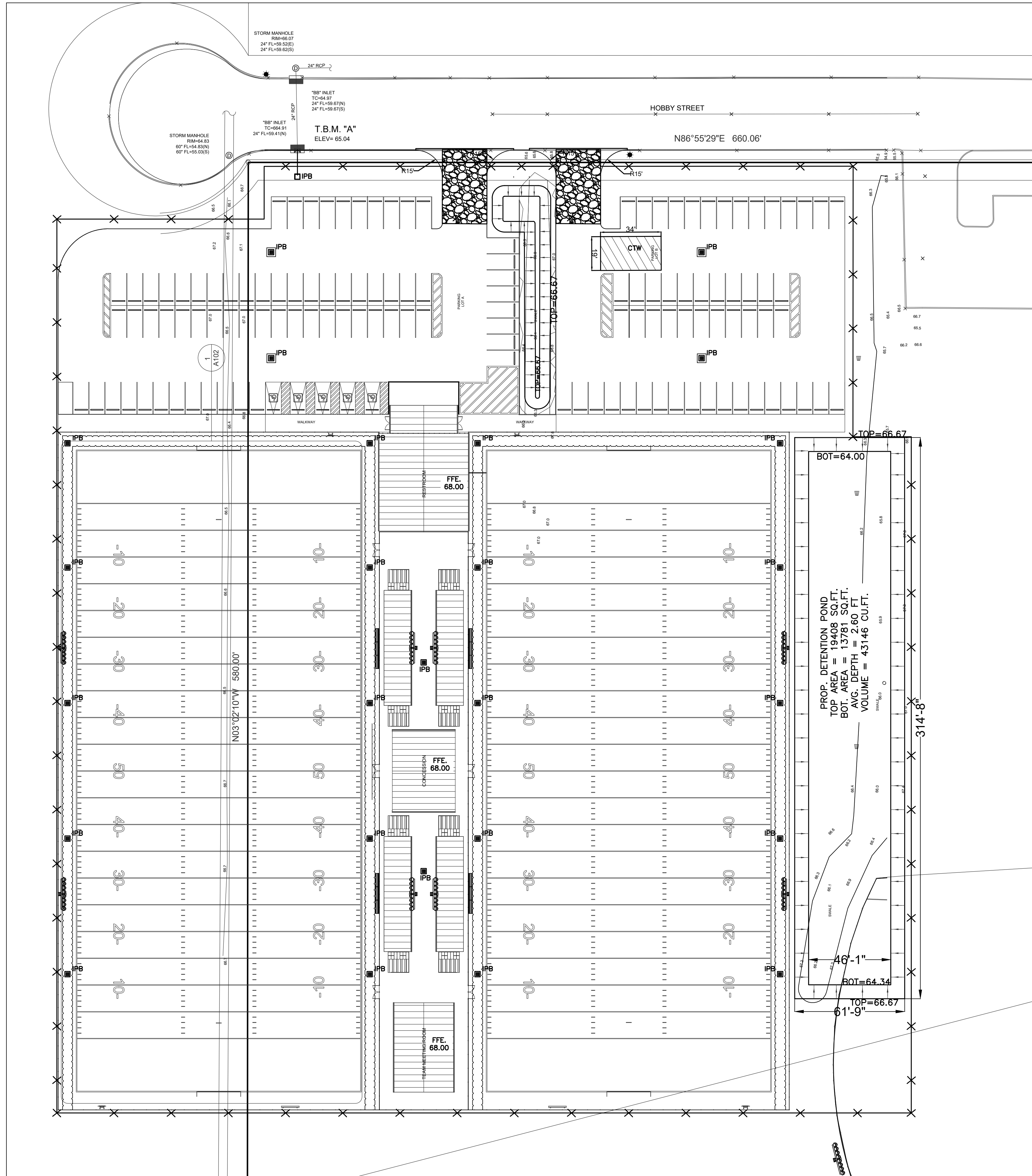


2 YRS STORMWATER ROUTING

INLET FROM	INLET TO	AREA (ACRES)	RUNOFF COEFFICIENT (Cw/Cf)	SUM OF INTENSITY (IN/HR)	SUM OF FLOWS (CFS)	DIAMETER OR RISE (IN)	SPAN (FT)	SLOPE (%)	MANNING'S (n)	DESIGN CAPACITY (CFS)	DESIGN VELOCITY (FT/S)	FALL (FT)	FLOW LINE ELEVATION UPSTREAM (FT)	FLOW LINE ELEVATION DOWNSTREAM (FT)	ACTUAL VELOCITY (FT/S)	HYDRAULIC GRADIENT (%)	CHANGE IN HEAD (FT)	ELEVATION OF HYDRAULIC GRADIENT UP-STREAM (FT)	ELEVATION OF HYDRAULIC GRADIENT DOWN-STREAM (FT)	NATURAL GROUND (UPSTREAM)	NATURAL GROUND (DOWN-STREAM)	
8	7	0.236	0.49	0.116	3.18	0.37	8	74	0.55%	0.011	1.06	3.04	64.00	63.59	1.05	0.55%	0.407	64.02	63.61	66.67	66.67	
7	6	0.160	0.49	0.078	3.18	0.62	10	74	0.45%	0.011	1.74	3.19	63.33	63.59	1.13	0.45%	0.333	63.61	63.28	66.67	66.67	
6	5	0.160	0.49	0.078	3.18	0.87	12	74	0.45%	0.011	2.83	3.61	63.33	63.26	62.93	1.10	0.45%	0.333	63.28	62.95	66.67	66.67
5	4	0.150	0.49	0.074	3.18	1.10	12	68	0.40%	0.011	2.67	3.40	62.72	62.93	62.66	1.40	0.40%	0.272	62.96	62.69	66.67	66.67
DET	4	0.450	0.49	0.221	3.18	0.70	12	17	0.45%	0.011	2.83	3.61	64.00	63.92	0.89	0.45%	0.0765	64.01	63.94	66.67	66.67	
4	3	0.085	0.49	0.042	3.18	1.23	12	168	0.40%	0.011	2.67	3.40	62.72	62.66	61.99	1.57	0.40%	0.672	62.70	62.02	66.67	66.67
13	12	0.236	0.49	0.116	3.18	0.37	8	74	0.55%	0.011	1.06	3.04	64.00	63.59	1.05	0.55%	0.407	64.02	63.61	66.67	66.67	
12	11	0.160	0.49	0.078	3.18	0.62	10	74	0.45%	0.011	1.74	3.19	63.33	63.59	1.13	0.45%	0.333	63.61	63.28	66.67	66.67	
11	10	0.160	0.49	0.078	3.18	0.87	12	74	0.45%	0.011	2.83	3.61	63.33	63.26	62.93	1.10	0.45%	0.333	63.28	62.95	66.67	66.67
10	9	0.150	0.49	0.07	3.18	1.10	12	68	0.40%	0.011	2.67	3.40	62.72	62.93	62.66	1.40	0.40%	0.272	62.96	62.69	66.67	66.67
9	2	0.085	0.49	0.04	3.18	1.23	12	168	0.40%	0.011	2.67	3.40	62.72	62.66	61.99	1.57	0.40%	0.672	62.70	62.02	66.67	66.67
17	16	0.270	0.49	0.13	3.18	0.42	8	74	0.55%	0.011	1.06	3.04	64.00	64.00	63.59	1.21	0.55%	0.407	64.02	63.62	66.67	66.67
22	16	0.120	0.49	0.06	3.18	0.19	6	34	1.00%	0.011	0.66	3.39	63.34	63.93	63.59	0.95	1.00%	0.34	63.94	63.60	66.67	66.67
16	15	0.170	0.49	0.08	3.18	0.87	12	74	0.45%	0.011	2.83	3.61	63.33	63.59	63.26	1.11	0.45%	0.333	63.61	63.28	66.67	66.67
15	14	0.170	0.49	0.08	3.18	1.14	12	74	0.40%	0.011	2.67	3.40	62.96	62.96	62.96	1.45	0.40%	0.296	63.29	63.00	66.67	66.67
14	2	0.160	0.49	0.08	3.18	1.39	15	68	0.35%	0.011	4.53	3.69	62.38	62.96	62.73	1.13	0.35%	0.238	62.98	62.75	66.67	66.67
21	20	0.270	0.49	0.13	3.18	0.42	8	74	0.55%	0.011	1.06	3.04	64.00	63.59	1.21	0.55%	0.407	64.02	63.62	66.67	66.67	
20	19	0.170	0.49	0.08	3.18	0.69	10	74	0.45%	0.011	1.74	3.19	63.33	63.59	63.26	1.26	0.45%	0.333	63.62	63.28	66.67	66.67
23	19	0.120	0.49	0.06	3.18	0.19	6	36	1.00%	0.011	0.66	3.39	63.34	63.62	63.26	0.95	1.00%	0.36	63.63	63.27	66.67	66.67
19	18	0.170	0.49	0.08	3.18	0.95	12	74	0.40%	0.011	2.67	3.40	62.96	62.96	62.96	1.21	0.296	0.296	63.28	62.99	66.67	66.67
18	3	0.160	0.49	0.08	3.18	1.20	15	68	0.35%	0.011	4.53	3.69	62.38	62.96	62.73	0.98	0.35%	0.238	62.98	62.74	66.67	66.67
3	2	0.110	0.49	0.05	3.18	2.60	18	58	0.25%	0.011	6.22	3.52	61.99	61.84	1.47	0.25%	0.145	62.02	61.87	66.67	66.67	
2	25	0.110	0.49	0.05	3.18	2.78	18	72	0.25%	0.011	6.22	3.52	61.18	61.66	1.57	0.25%	0.18	61.88	61.70	66.67	66.67	
25	24	0.424	0.49	0.21	3.18	3.44	24	57	0.25%	0.011	13.40	4.27	61.42	61.66	61.52	1.09	0.25%	0.1425	61.68	61.44	66.67	66.67
24	1	0.364	0.49	0.18	3.18	4.00	24	43	0.25%	0.011	13.40	4.27	61.08	61.52	61.41	1.27	0.25%	0.1075	61.55	61.44	66.67	66.67
27	26	0.267	0.49	0.13	3.18	0.42	8	58	0.55%	0.011	1.06	3.04	63.19	65.00	64.68	1.19	0.55%	0.319	65.02	64.70	66.67	66.67
26	SW	0.299	0.49	0.15	3.18	0.88	10	90	0.55%	0.011	1.93	3.53	64.95	64.68	64.19	1.62	0.55%	0.495	64.72	64.23	66.67	66.67
SW	1	0.083	0.49	0.04	3.18	1.01	12	116	0.55%	0.011	3.13	3.99	63.68	64.00	63.36	1.29	0.55%	0.638	64.03	63.39	66.67	66.67
1	OUT	0.000	0.49	0.00	3.18	5.01	24	14	0.25%	0.013	11.34	3.61	61.035	61.41	61.38	1.60	0.25%	0.035	61.45	61.41	66.67	66.67

100 YRS STORMWATER ROUTING

INLET FROM	INLET TO	AREA (ACRES)	RUNOFF COEFFICIENT (Cw/Cf)	SUM OF INTENSITY (IN/HR)	SUM OF FLOWS (CFS)	DIAMETER OR RISE (IN)	SPAN (FT)	SLOPE (%)	MANNING'S (n)	DESIGN CAPACITY (CFS)	DESIGN VELOCITY (FT/S)	FALL (FT)	FLOW LINE ELEVATION UPSTREAM (FT)	FLOW LINE ELEVATION DOWNSTREAM (FT)	ACTUAL VELOCITY (FT/S)	HYDRAULIC GRADIENT (%)	CHANGE IN HEAD (FT)	ELEVATION OF HYDRAULIC GRADIENT UP-STREAM (FT)	ELEVATION OF HYDRAULIC GRADIENT DOWN-STREAM (FT)	NATURAL GROUND (UPSTREAM)	NATURAL GROUND (DOWN-STREAM)	
8	7	0.236	0.49	0.116	6.64	0.77	8	74	0.55%	0.011	1.06	3.04	64.00	63.59	2.20	0.55%	0.407	64.08	63.67	66.67	66.67	
7	6	0.160	0.49	0.078	6.64	1.29	10	74	0.45%	0.011	1.74	3.19	63.33	63.59	2.36	0.45%	0.333	63.68	63.34	66.67	66.67	
6	5	0.160	0.49	0.078	6.64	1.81	12	74	0.45%	0.011	2.83	3.61	63.33	63.26	62.93	2.30	0.45%	0.333	63.34	63.01	66.67	66.67
5	4	0.150	0.49	0.074	6.64	2.30	12	68	0.40%	0.011	2.67	3.40	62.72	62.93	62.66	2.92	0.40%	0.272	63.06	62.79	66.67	66.67
DET	4	0.450	0.49	0.221	6.64	1.46	12	17	0.45%	0.011	2.83	3.61	64.00	63.92	1.86	0.45%	0.0765	64.05	63.98	66.67	66.67	
4	3	0.085	0.49	0.042	6.64	2.57	12	168	0.40%	0.011	2.67	3.40	62.72	62.66	61.99	3.28	0.40%	0.672	62.82	62.15	66.67	66.67
13	12	0.236	0.49	0.116	6.64	0.77	8	74	0.55%	0.011	1.06	3.04	64.00	63.59	2.20	0.55%	0.407	64.08	63.67	66.67	66.67	
12	11	0.160	0.49	0.078	6.64	1.29	10	74	0.45%	0.011	1.74	3.19	63.33	63.59	2.36	0.45%	0.333	63.68	63.34	66.67	66.67	
11	10	0.160	0.49	0.078	6.64	1.81	12	74	0.45%	0.011	2.83	3.61	63.33	63.26	62.93	2.30	0.45%	0.333	63.34	63.01	66.67	66.67
10	9	0.150	0.49	0.07	6.64	2.30	12	68	0.40%	0.011	2.67	3.40	62.72	62.93	62.66	2.92	0.40%	0.272	63.06	62.79	66.67	66.67
9	2	0.085	0.49	0.04	6.64	2.57	12	168	0.40%	0.011	2.67	3.40	62.72	62.66	61.99	3.28	0.40%	0.672	62.82	62.15	66.67	66.67
17	16	0.270	0.49	0.13	6.64	0.88	8	74	0.55%	0.011	1.06	3.04	64.00	64.00	63.59	2.52	0.55%	0.407	64.10	63.69	66.67	66.67
22	16	0.120	0.49	0.06	6.64	0.39	6	34	1.00%	0.011	0.66	3.39	63.34	63.93	63.59	1.99	1.00%	0.34	63.99	63.65	66.67	66.67
16	15	0.170	0.49	0.08	6.64	1.82	12	74	0.45%	0.011	2.83	3.61	63.33	63.59	63.26	2.32	0.45%	0.333	63.68	63.34	66.67	66.67
15	14	0.170	0.49	0.08	6.64	2.38	12	74	0.40%	0.011	2.67	3.40	62.96	62.96	62.96	3.02	0.40%	0.296	63.40	63.11	66.67	66.67
14	2	0.160	0.49	0.08	6.64	2.90	15	68	0.35%	0.011	4.53	3.69	62.38	62.96	62.73	2.36	0.35%	0.238	63.05	62.81	66.67	66.67
21	20	0.270	0.49	0.13	6.64	0.88	8	74	0.55%	0.011	1.06	3.04	64.00	63.59	2.52	0.55%	0.407	64.10	63.69	66.67	66.67	
20	19	0.170	0.49	0.08	6.64	1.43	10	74	0.45%	0.011	1.74	3.19	63.33	63.59	63.26	2.62	0.45%	0.333	63.70	63.37	66.67	66.67
23	19	0.120	0.49	0.06	6.64	0.39	6	36	1.00%	0.011	0.66	3.39	63.34	63.62	63.26	1.99	1.00%	0.36	63.68	63.32	66.67	66.67
19	18	0.170	0.49	0.08	6.64	1.98	12	74	0.40%	0.011	2.67	3.40	62.96	62.96	62.96	2.53	0.40%	0.296	63.36	63.06	66.67	66.67
18	3	0.160	0.49	0.08	6.64	2.51	15	68	0.35%	0.011	4.53	3.69	62.38	62.96	62.73	2.04	0.35%	0.238	63.03	62.79	66.67	66.67
3	2	0.110	0.49	0.05	6.64	5.44	18	58	0.25%	0.011	6.22	3.52	61.99	61.84	3.08	0.25%	0.145	62.13	61.99	66.67	66.67	
2	25	0.110	0.49	0.05	6.64	5.79	18	72	0.25%	0.011	6.22	3.52	61.18	61.66	3.28	0.25%	0.18	62.01	61.83	66.67	66.67	
25	24	0.424	0.49	0.21	6.64	7.17	24	57	0.25%	0.011	13.40	4.27	61.42	61.66	61.52	2.28	0.25%	0.1425	61.74	61.60	66.67	66.67
24	1	0.364	0.49	0.18	6.64	8.36	24	43	0.25%	0.011	13.40	4.27	61.08	61.52	61.41	2.66	0.25%	0.1075	61.63	61.52	66.67	66.67
27	26	0.267	0.49	0.13	6.64	0.87	8	58	0.55%	0.011	1.06	3.04	63.19	65.00	64.68	2.49	0.55%	0.319	65.10	64.78	66.67	66.67
26	SW																					



LEGEND

✕✕✕ SILT FENCE

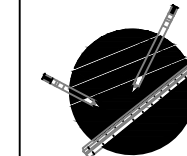
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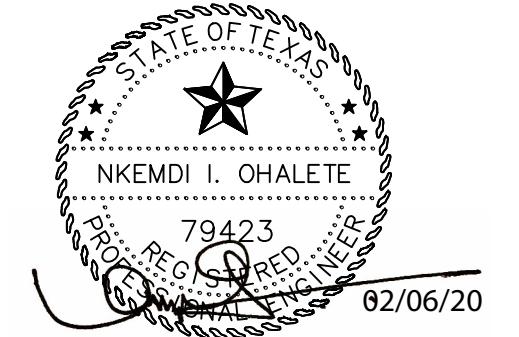
 CONCRETE TRUCK WASH OUT AREA

IPB INLET PROTECTION BARRIER



440 Benmar Dr
Houston, Texas 77060
PH: 832-448-2462
FAX: 832-448-2466
Project No: 6001-01

 **NEDU ENGINEERING SERVICES, INC**
ENGINEERS, PROJECT MANAGERS, ESTIMATORS, INSPECTORS
6776 SOUTHWEST FWY., SUITE 320
HOUSTON, TEXAS, 77074
PHONE: (713) 268-1666
FAX: (713) 268-1667
TBPE No. F-8029



100% CD SUBMITTAL FOR PERMIT 04/22/2019

CONSULTANTS:
CIVIL ENGINEER
NEDU ENGINEERING SERVICES, INC
6776 SOUTHWEST FWY, HOUSTON, TX 77074
STRUCTURAL ENGINEER
HENDERSON ROGERS STRUCTURAL ENGINEERS, LLC
2603 AUGUSTA DR #800, HOUSTON, TX 77057
MEP ENGINEER
MARSHALL ENGINEERING CORPORATION
715 N HOUSTON AVE, HUMBLE, TX 77338

**FORT BEND COUNTY
FOOTBALL FIELDS
UPGRADES**

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019
Drawn: RA
Checked: NIO
Scale: As Indicated

ACAD File:

Revisions:

DESCRIPTION	DATE
50% CD	02/22/2019
95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
CITY COMMENTS	02/06/2020

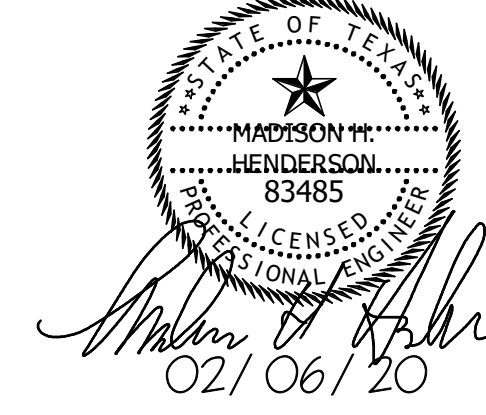
**STORM WATER
POLLUTION
PREVENTION PLAN**

C5.00

440 Benmar Dr
Houston, Texas 77060

PH: 832-448-2462
FAX: 832-448-2466

Project No: 2017100
Henderson Rogers
Structural Engineers, LLC
TBPE Firm Registration No. 8755



02/06/2020

CONSULTANTS:

CIVIL ENGINEER
NEDU ENGINEERING SERVICES, INC
6776 SOUTHWEST FWY, HOUSTON, TX 77074

STRUCTURAL ENGINEER
HENDERSON ROGERS STRUCTURAL ENGINEERS, LLC
2603 AUGUSTA DR #800, HOUSTON, TX 77057

MEP ENGINEER
MARSHALL ENGINEERING CORPORATION
715 N HOUSTON AVE, HUMBLE, TX 77338

FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 02/06/2020

Drawn: JM

Checked: EB

Scale: 1/8" = 1'-0"

ACAD File:

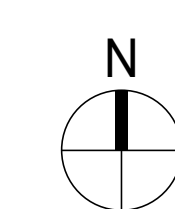
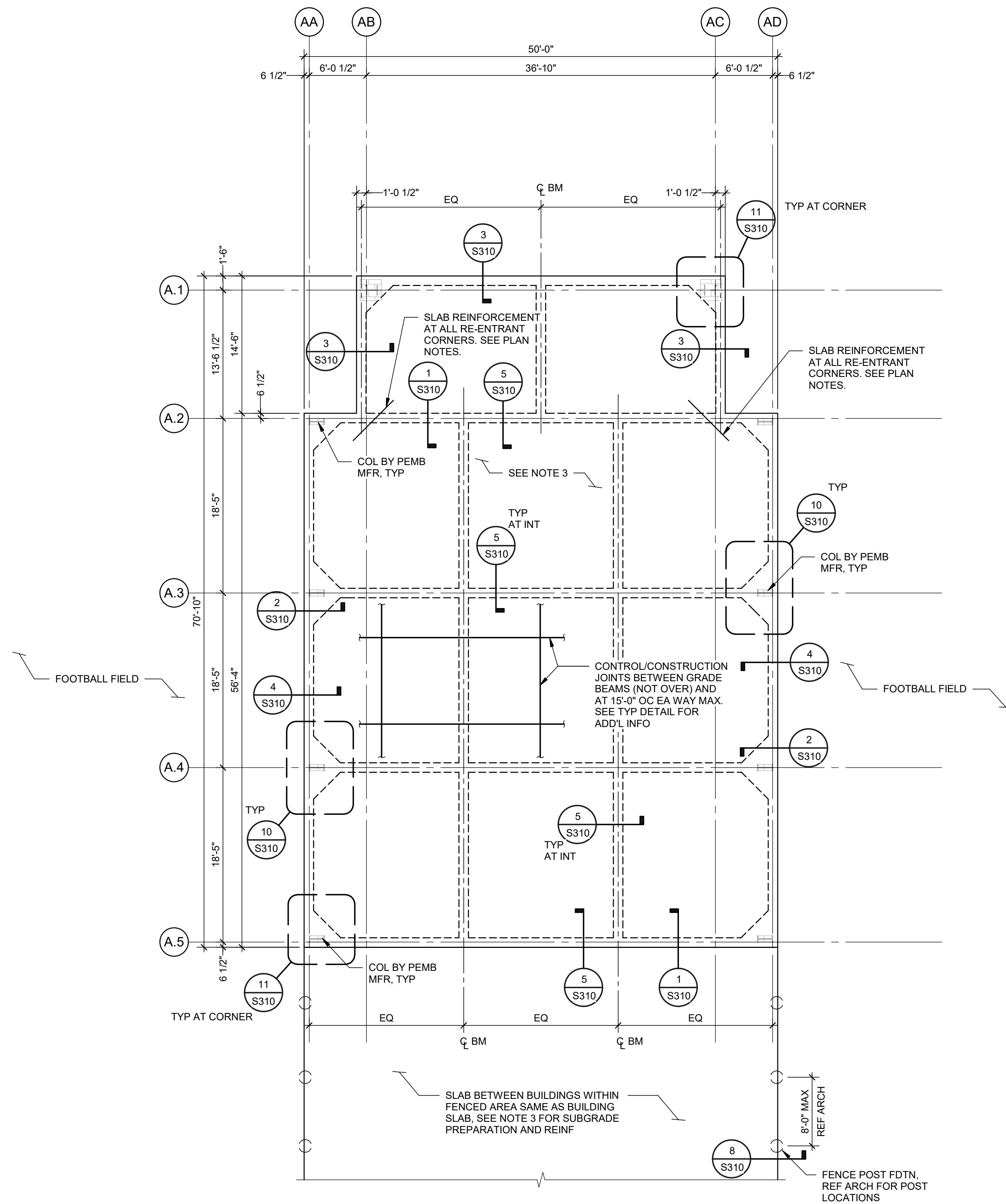
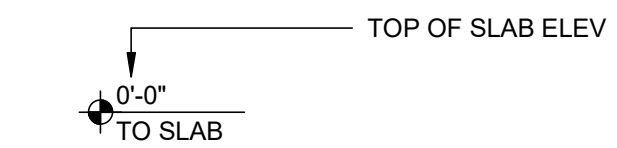
Revisions:

NO.	DESCRIPTION	DATE
50% CD		02/22/2019
95% CD		03/22/2019
100% CD ISSUED FOR PERMIT		04/18/2019
▲ CITY COMMENTS		02/06/2020

FOUNDATION PLAN NOTES:

- DATUM ELEVATION = 0'-0"
- SEE PLAN FOR TOP OF SLAB ELEVATION.
- UNLESS NOTED OTHERWISE ON PLAN, FLOOR SLAB IS A 5" THICK NORMAL WEIGHT CONCRETE SLAB-ON-GRADE ON 15 MIL MOISTURE RETARDER. BOTH GRADE BEAM AND SLAB ON GRADE, SHALL BEAR ON PROPERLY PLACED AND COMPACTED SELECT FILL AS DESCRIBED IN SECTION 5.1 AND 7.4 OF GEOTECHNICAL REPORT. SEE GEN NOTES FOR GEOTECH REPORT INFO. REINFORCE SLAB WITH #3@12" ON CENTER, EACH WAY. SEE TYPICAL DETAILS FOR REINFORCEMENT PLACEMENT.
- PROVIDE 2-#4x4'-0" ADDITIONAL SLAB REINFORCEMENT AT ALL RE-ENTRANT CORNERS.
- SEE S300 SERIES DRAWINGS FOR FOUNDATION DETAILS.
- SEE S300 SERIES DRAWINGS FOR STRUCTURAL FOUNDATION FRAMING DETAILS.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXTENTS AND DIMENSIONS OF RAISED OR DEPRESSED SLAB AREAS, SLOPES, CURBS, AND DRAINS. REFER TO TYPICAL DETAILS FOR REINFORCEMENT REQUIREMENTS.
- REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SLAB PENETRATIONS AND UNDERGROUND UTILITIES. REFER TO TYPICAL DETAILS FOR ADDITIONAL REINFORCEMENT REQUIREMENTS.
- CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT AND STRUCTURAL ENGINEER OF ANY DISCREPANCIES.
- CONTRACTOR TO VERIFY ALL SLAB EDGE DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
- MASONRY PLUMBING WALLS TO BE TOOLED AT EACH HORIZONTAL COURSE AND PAINTED TO MEET SEC 1210.2.2 WALLS AND PARTITIONS.

PLAN LEGEND:



1 FOUNDATION PLAN BUILDING "A"

1/8" = 1'-0"

FOUNDATION PLAN
BUILDING "A"

S201

440 Benmar Dr
Houston, Texas 77060

PH: 832-448-2462
FAX: 832-448-2466

Project No: 2017100
Henderson Rogers
Structural Engineers, LLC
TBPE Firm Registration No. 8755



02/06/2020

CONSULTANTS:

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FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 02/06/2020

Drawn: JM

Checked: EB

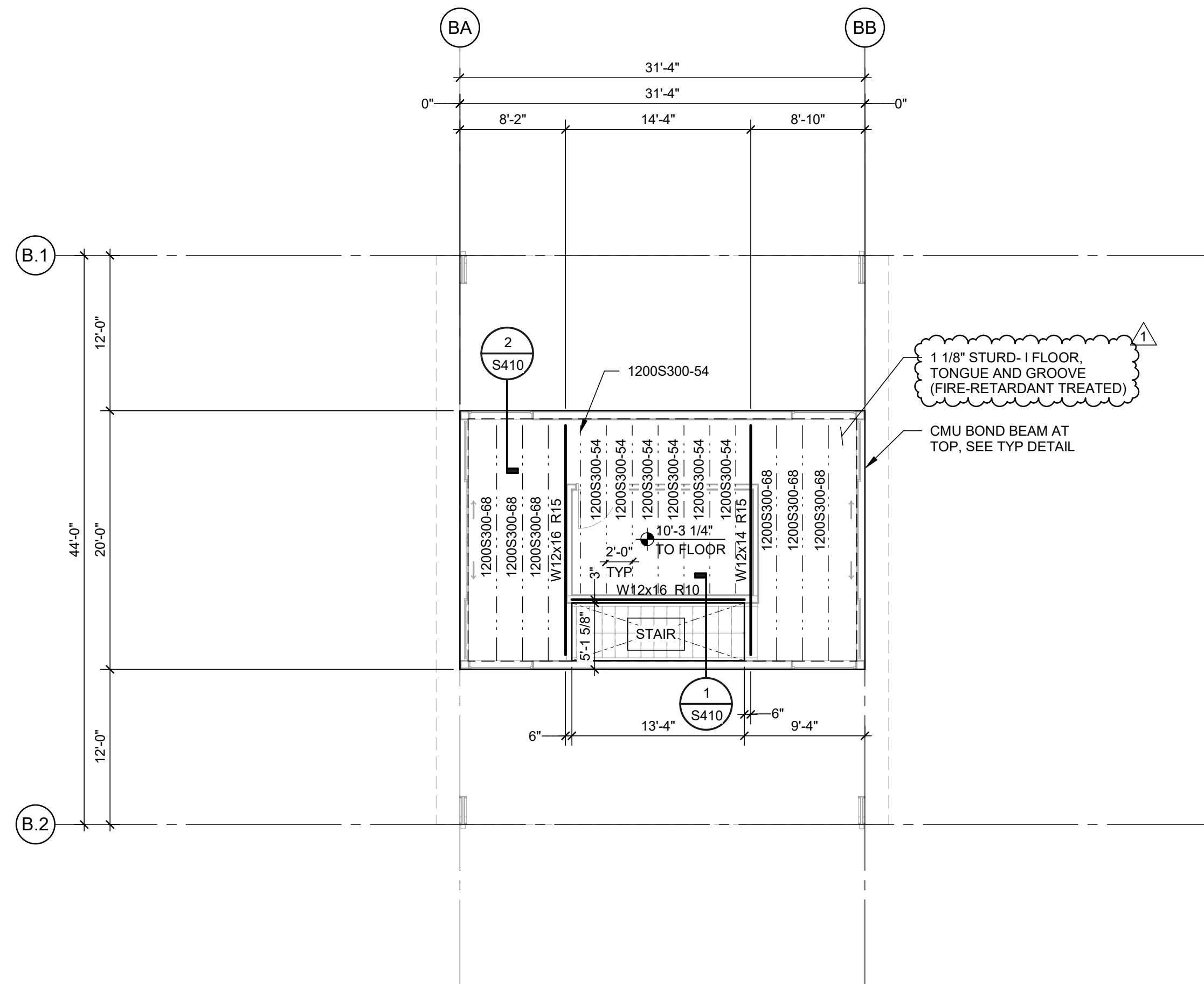
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ACAD File:

Revisions:

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CITY COMMENTS	02/06/2020

FOUNDATION PLAN - COMMUNITY MEETING ROOM S202

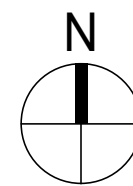


FLOOR PLAN NOTES:

1. PROVIDE W12x16 CAST STIFFENERS FOR LIGHT GAGE FLOOR JOIST AT THE END SUPPORT.
2. STURD-I FLOOR PLYWOOD DECKING SHALL BE FIRE-RETARDANT TREATED TO SATISFY CODE REQUIREMENTS FOR NON-COMBUSTIBLE MATERIALS.
3. ALL STRUCTURAL STEEL MEMBERS IN DIRECT CONTACT WITH FIRE-RETARDANT TREATED PLYWOOD FLOORING/ DECKING SHALL BE HOT DIPPED GALVANIZED.
4. ALL LIGHT GAGE FLOOR FRAMING IN DIRECT CONTACT WITH THE FIRE-RETARDANT TREATED PLYWOOD FLOORING/ DECKING SHALL BE GALVANIZED WITH A G90 ZINC COATING.
5. FASTENERS AND CONNECTORS IN DIRECT CONTACT WITH FIRE-RETARDANT TREATED WOOD SHALL BE IN ACCORDANCE WITH SECTIONS 2304 OF THE IBC CODE. THE COATING WEIGHTS FOR ZINC-COATED FASTENERS SHALL BE IN ACCORDANCE WITH ASTM A153.

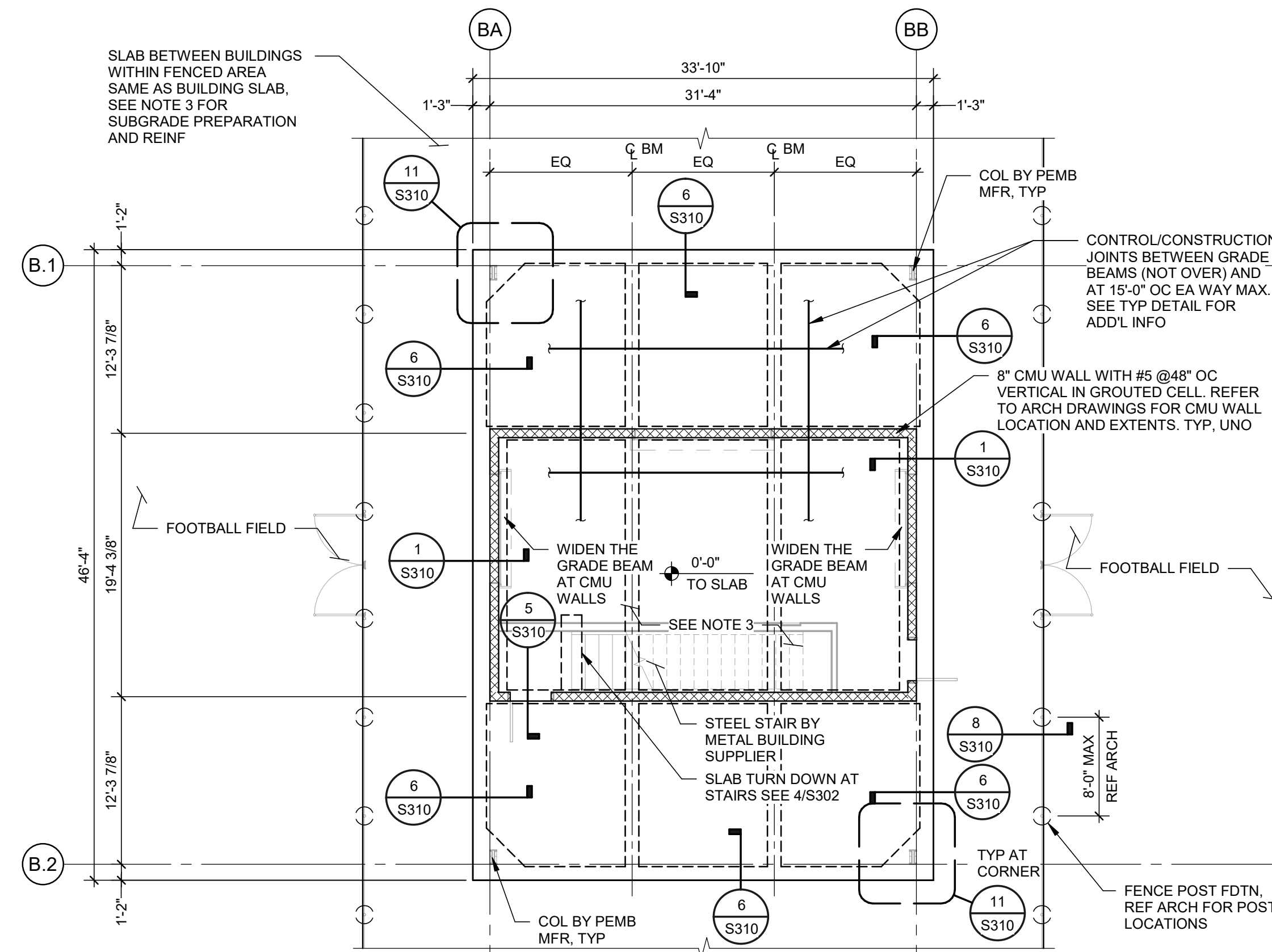
2 LEVEL 2 FRAMING PLAN - COMMUNITY MEETING ROOM

1/8" = 1'-0"



1 FOUNDATION PLAN - COMMUNITY MEETING ROOM

1/8" = 1'-0"

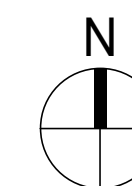


FOUNDATION PLAN NOTES:

1. DATUM ELEVATION = 0'-0"
2. SEE PLAN FOR TOP OF SLAB ELEVATION.
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4. PROVIDE 2-#4x4'-0" ADDITIONAL SLAB REINFORCEMENT AT ALL RE-ENTRANT CORNERS.
5. SEE S300 SERIES DRAWINGS FOR FOUNDATION DETAILS.
6. SEE S300 SERIES DRAWINGS FOR STRUCTURAL FOUNDATION FRAMING DETAILS.
7. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENTS AND DIMENSIONS OF RAISED OR DEPRESSED SLAB AREAS, SLOPES, CURBS, AND DRAINS. REFER TO TYPICAL DETAILS FOR REINFORCEMENT REQUIREMENTS.
8. REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SLAB PENETRATIONS AND UNDERGROUND UTILITIES. REFER TO TYPICAL DETAILS FOR ADDITIONAL REINFORCEMENT REQUIREMENTS.
9. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT AND STRUCTURAL ENGINEER OF ANY DISCREPANCIES.
10. CONTRACTOR TO VERIFY ALL SLAB EDGE DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
11. MASONRY PLUMBING WALLS TO BE TOOLED AT EACH HORIZONTAL COURSE AND PAINTED TO MEET SEC 1210.2.2 WALLS AND PARTITIONS.

PLAN LEGEND:

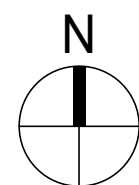
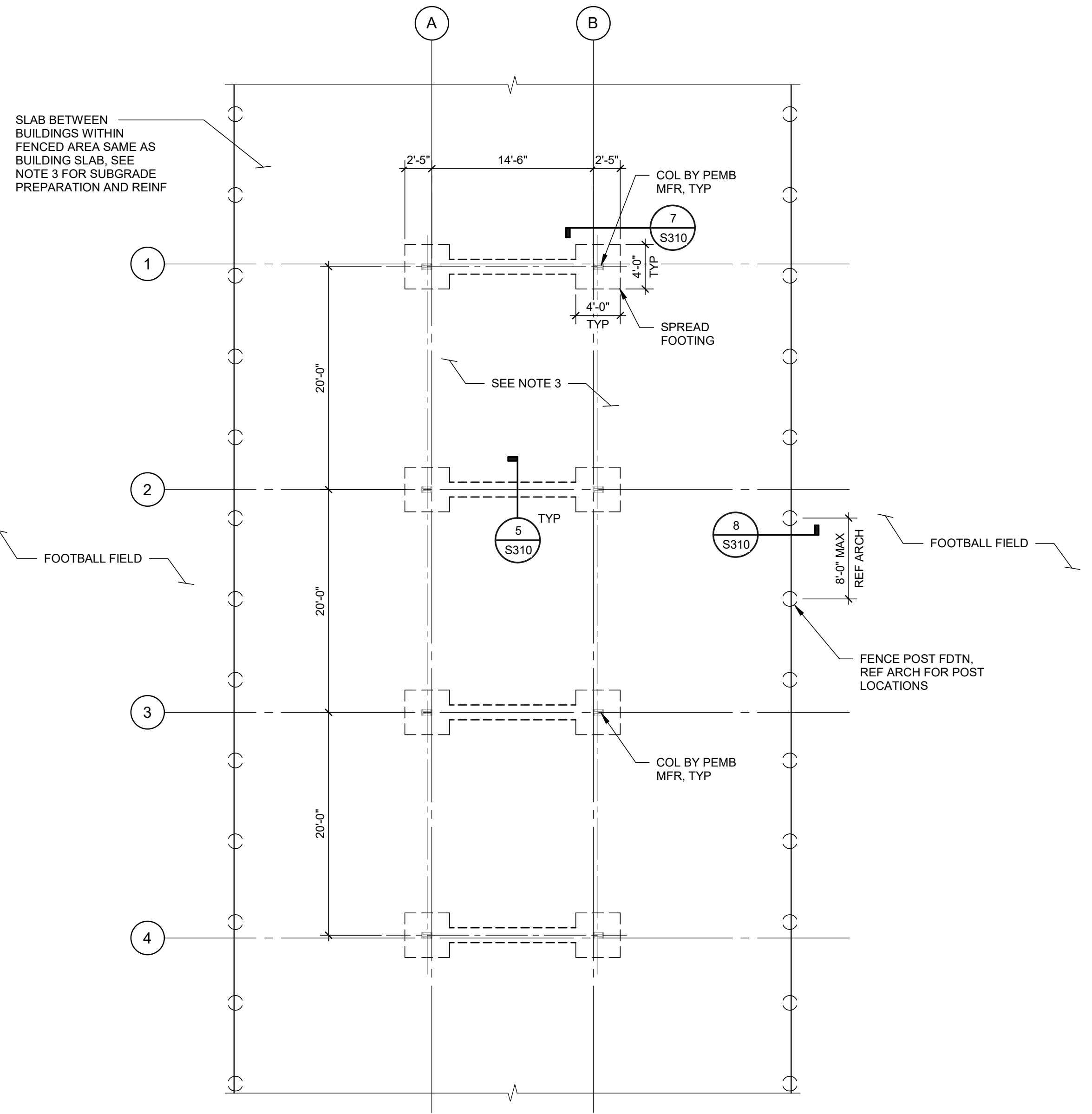
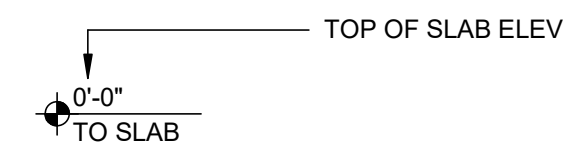
TOP OF SLAB ELEV
0'-0"
TO SLAB



FOUNDATION PLAN NOTES:

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2. SEE PLAN FOR TOP OF SLAB ELEVATION.
3. UNLESS NOTED OTHERWISE ON PLAN, FLOOR SLAB IS A 5" THICK NORMAL WEIGHT CONCRETE SLAB-ON-GRADE ON 15 MIL MOISTURE RETARDER. BOTH GRADE BEAM AND SLAB ON GRADE, SHALL BEAR ON PROPERLY PLACED AND COMPACTED SELECT FILL AS DESCRIBED IN SECTION 6.1 AND 7.4 OF GEOTECHNICAL REPORT. SEE GEN NOTES FOR GEOTECH REPORT INFO. REINFORCE SLAB WITH #3@12" ON CENTER, EACH WAY. SEE TYPICAL DETAILS FOR REINFORCEMENT PLACEMENT.
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11. MASONRY PLUMBING WALLS TO BE TOOLED AT EACH HORIZONTAL COURSE AND PAINTED TO MEET SEC 1210.2.2 WALLS AND PARTITIONS.
12. STRUCTURAL LOAD REQUIREMENTS FOR FOLDING BLEACHER SEATING TO COMPLY WITH ICC-308 SEC 303.

PLAN LEGEND:



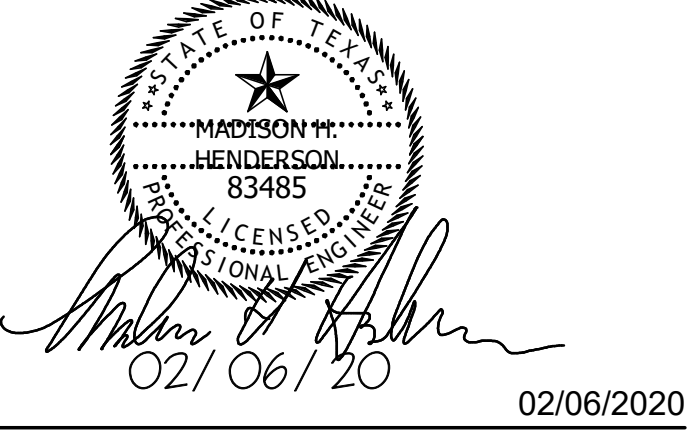
1 FOUNDATION PLAN - TYPICAL CANOPY
1/8" = 1'-0"



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Project No: 2017100
Henderson Rogers
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TBPE Firm Registration No. 8755



CONSULTANTS:

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MEP ENGINEER
MARSHALL ENGINEERING CORPORATION
715 N HOUSTON AVE, HUMBLE, TX 77338

**FOOTBALL FIELDS
UPGRADES**

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 02/06/2020

Drawn: JM

Checked: EB

Scale: 1/8" = 1'-0"

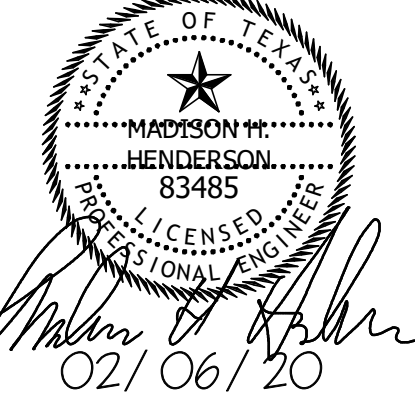
ACAD File:

Revisions:

DESCRIPTION	
50% CD	02/22/2019
95% CD	03/22/2019
100% CD ISSUED FOR PERMIT	04/18/2019
CITY COMMENTS	02/06/2020

**FOUNDATION PLAN
BLEACHER CANOPIES**

S204



02/06/2020

CONSULTANTS:

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FOOTBALL FIELDS UPGRADES

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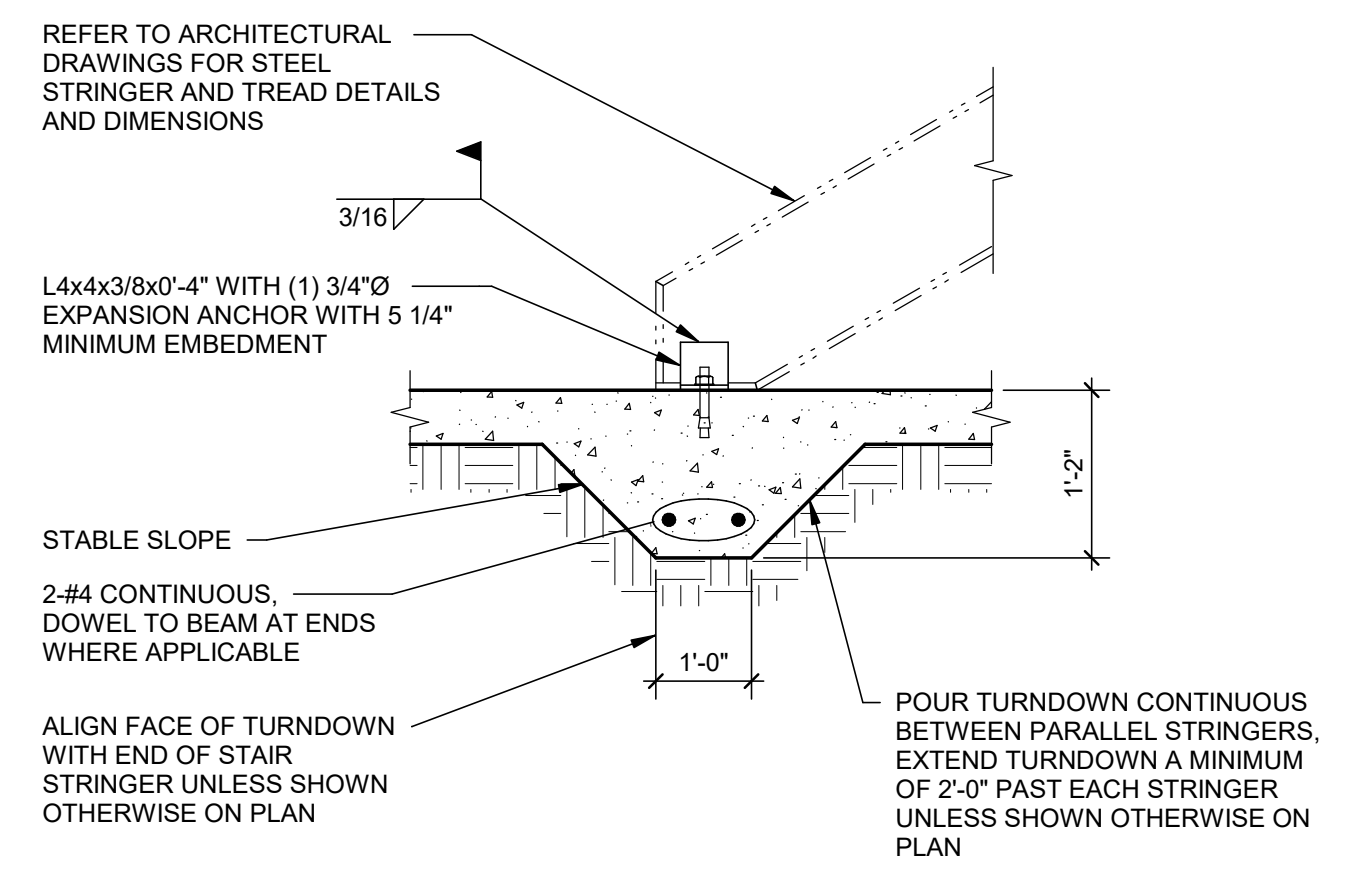
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Drawn: JM
Checked: EB
Scale: As indicated

ACAD File:
Revisions:

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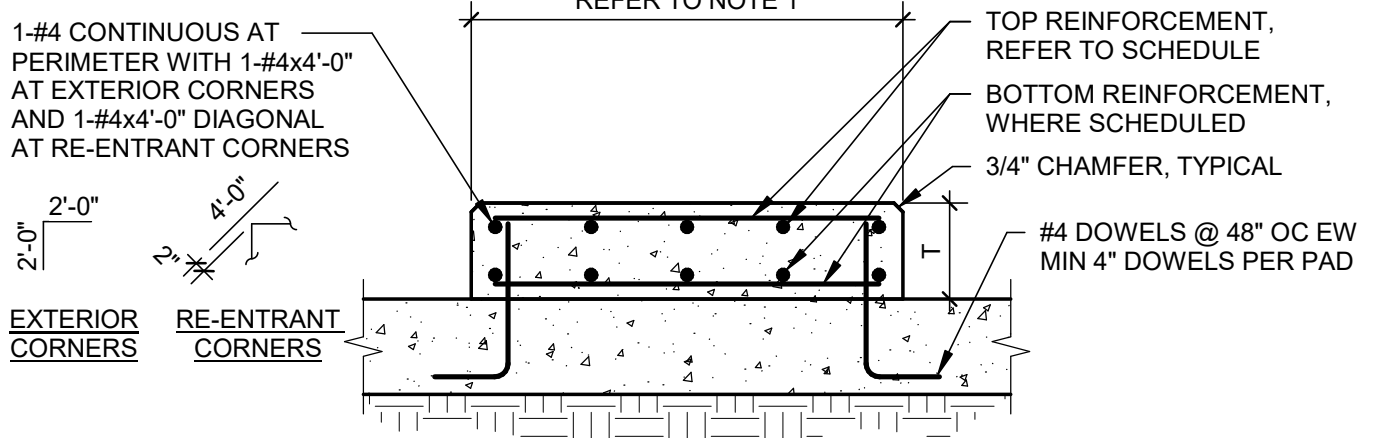
FOUNDATION TYPICAL DETAILS

S302



- NOTES:
 1. CONTRACTOR SHALL COORDINATE STAIR STRINGER LOCATIONS WITH ARCHITECTURAL DRAWINGS AND PROVIDE TURNDOWNS WHERE REQUIRED WHETHER SHOWN ON STRUCTURAL DRAWINGS OR NOT.
 2. ATTACHMENT ANGLE SHALL BE HIDDEN BENEATH FIRST TREAD WHERE OPEN RISERS ARE USED. COORDINATE LOCATION WITH THE ARCHITECT.

4 TYPICAL SLAB-ON-GRADE TURNDOWN AT STEEL STAIR
NO SCALE



HOUSEKEEPING PAD REINFORCEMENT SCHEDULE		
PAD THICKNESS	TOP REINFORCEMENT	BOTTOM REINFORCEMENT
T = 4"	WWR 4x4-W2.9xW2.9 OR #3@12" EACH WAY	NONE
4" < T <= 6"	WWR 4x4-W4xW4 OR #4@18" EACH WAY	NONE
6" < T <= 8"	WWR 4x4-W6xW6 OR #4@12" EACH WAY	NONE
8" < T <= 12"	#4@18" EACH WAY	#4@18" EACH WAY
12" < T <= 16"	#4@12" EACH WAY	#4@12" EACH WAY

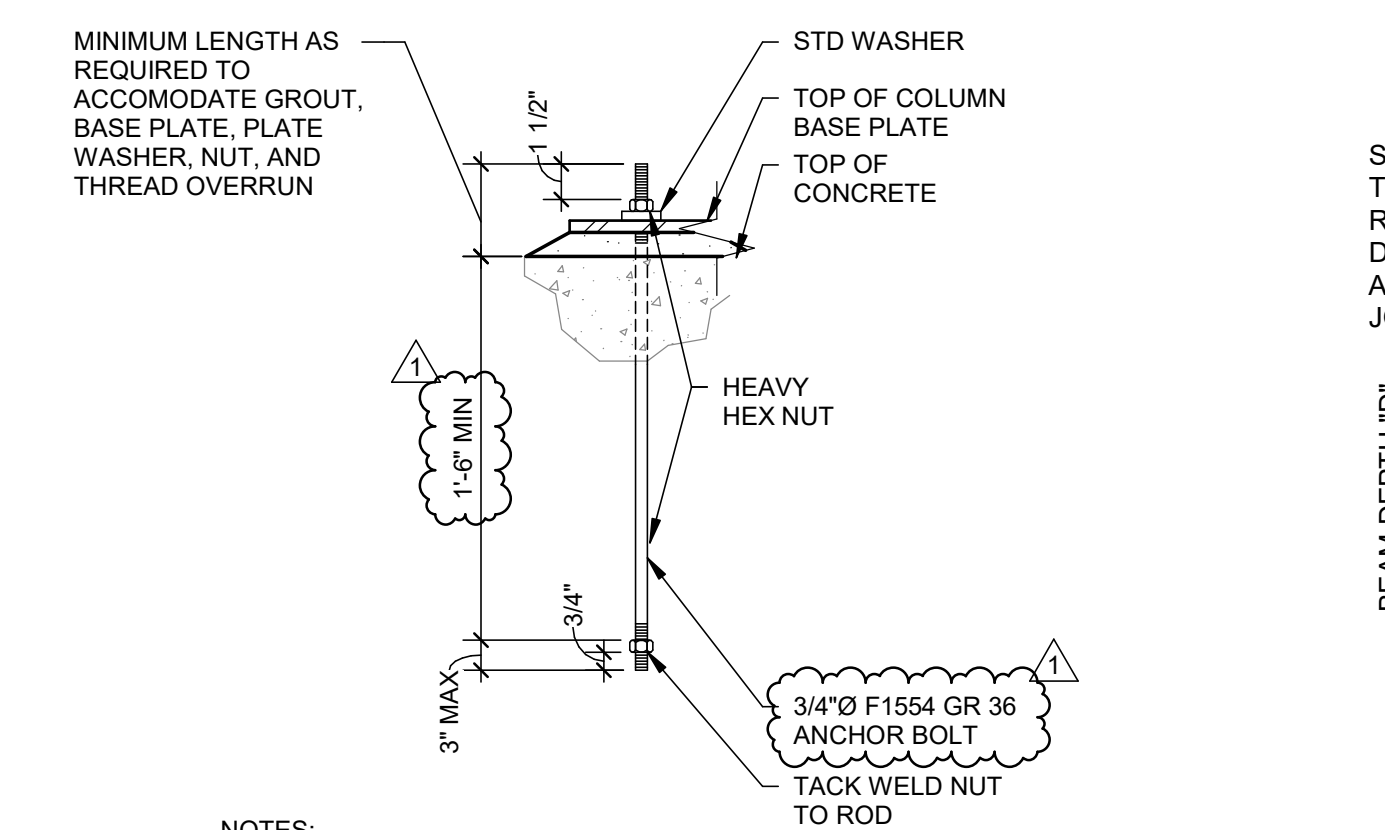
- NOTES:
 1. REFER TO ARCHITECTURAL, STRUCTURAL, OR MEP DRAWINGS FOR HOUSEKEEPING PAD PLAN DIMENSIONS AND THICKNESS (4" MINIMUM THICKNESS).
 2. CONTRACTOR SHALL COORDINATE DIMENSIONS AND OTHER SPECIAL REQUIREMENTS WITH EQUIPMENT MANUFACTURERS AND PROVIDE WHERE REQUIRED WHETHER SHOWN ON STRUCTURAL DRAWINGS OR NOT.

3 TYPICAL HOUSEKEEPING PAD OVER SLAB-ON-GRADE
NO SCALE

GROUT THICKNESS SCHEDULE	
MINIMUM BASE PL PLAN DIMENSION	MINIMUM GROUT THICKNESS
18" OR LESS	1"
19" TO 24"	1 1/2"
25" TO 30"	2"
31" TO 36"	2 1/2"
37" TO 42"	3"
43" TO 48"	3 1/2"
GREATER THAN 48"	REFER TO NOTE 2

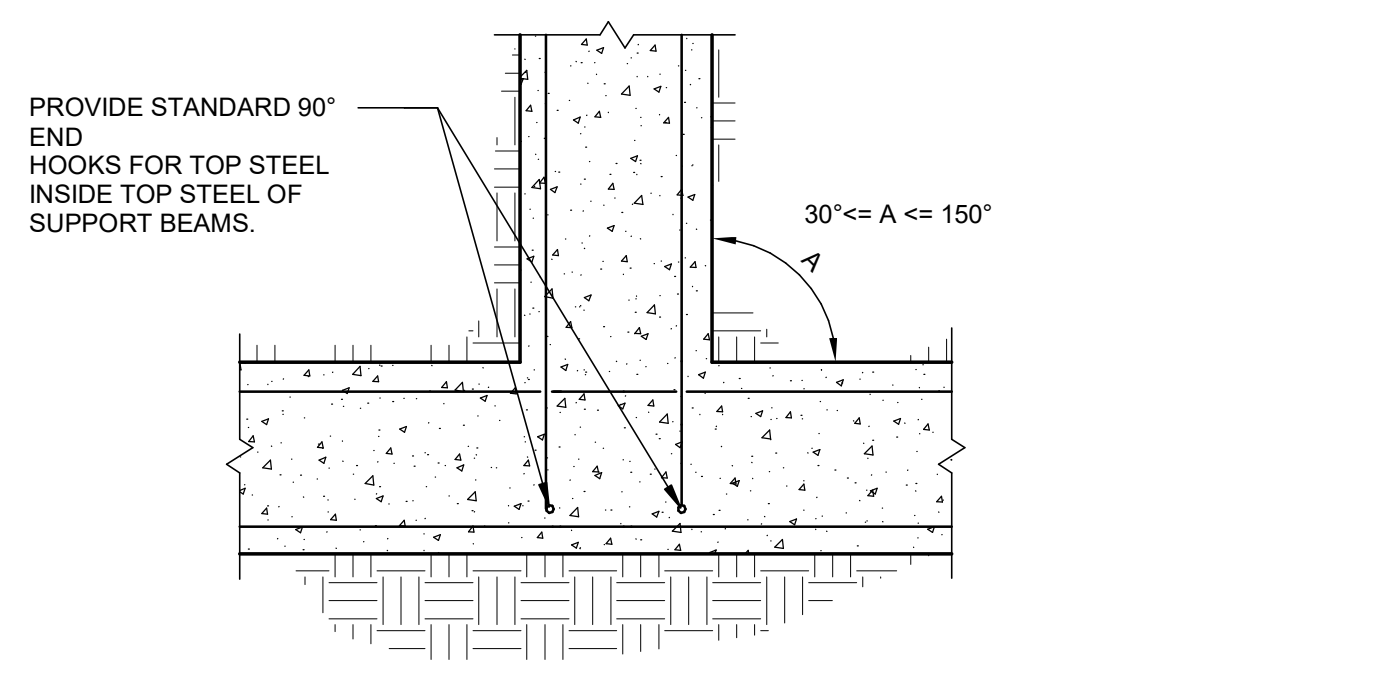
- NOTES:
 1. REFER TO SPECIFICATIONS AND GENERAL NOTES FOR GROUT REQUIREMENTS.
 2. ADD 1/2" GROUT THICKNESS FOR EACH ADDITIONAL 12" OF MINIMUM PL DIMENSION.

7 GROUT THICKNESS SCHEDULE
NO SCALE



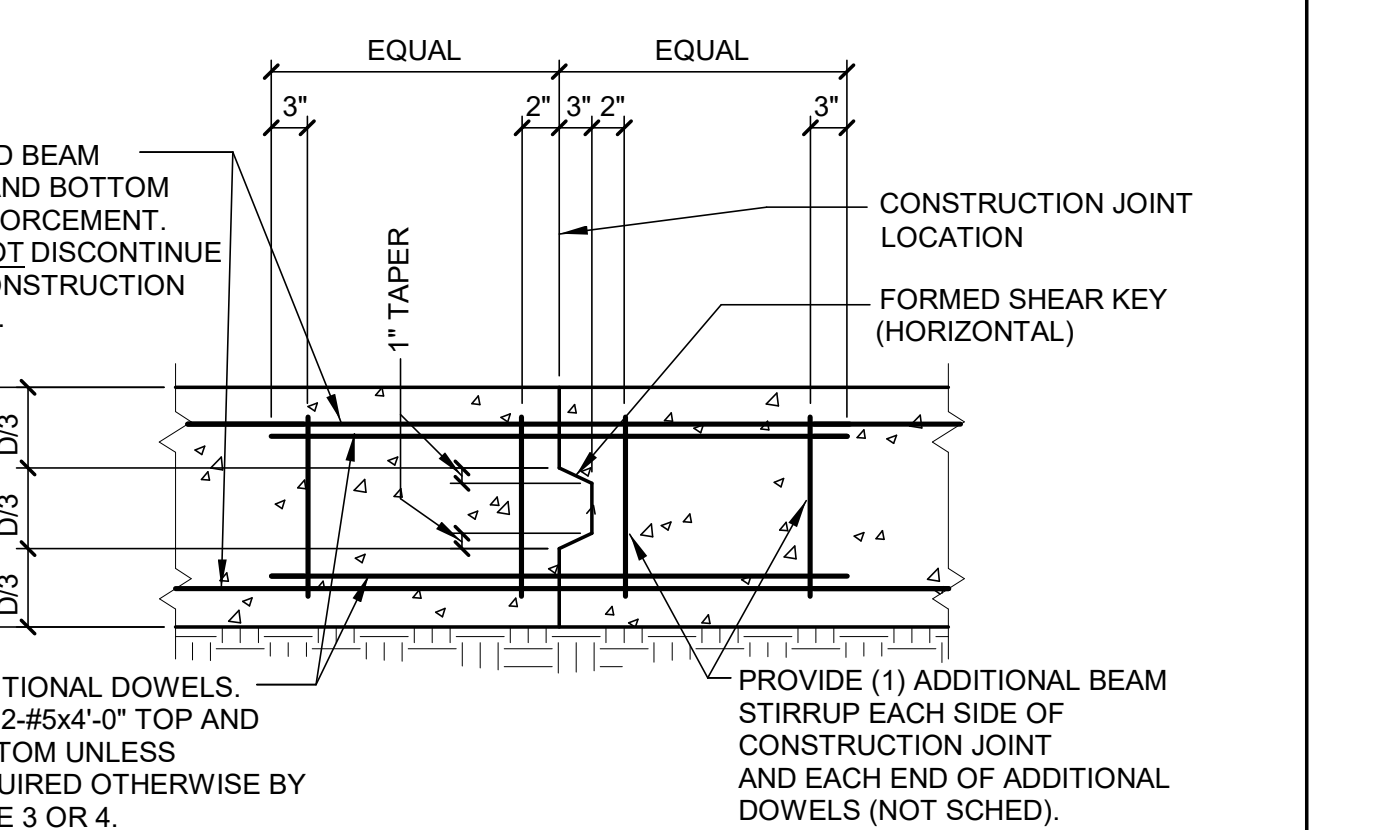
- NOTES:
 1. UNLESS NOTED OTHERWISE, ALL ANCHOR ROD NUTS SHALL BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED BY AISC AFTER THE CONCRETE IS AT LEAST 14 DAYS OLD.
 2. THE HOLE IN THE PLATE WASHER SHALL BE 1/16" LARGER THAN THE ROD DIAMETER.

2 TYPICAL ANCHOR ROD TYPE "A"
1 1/2" = 1'-0"



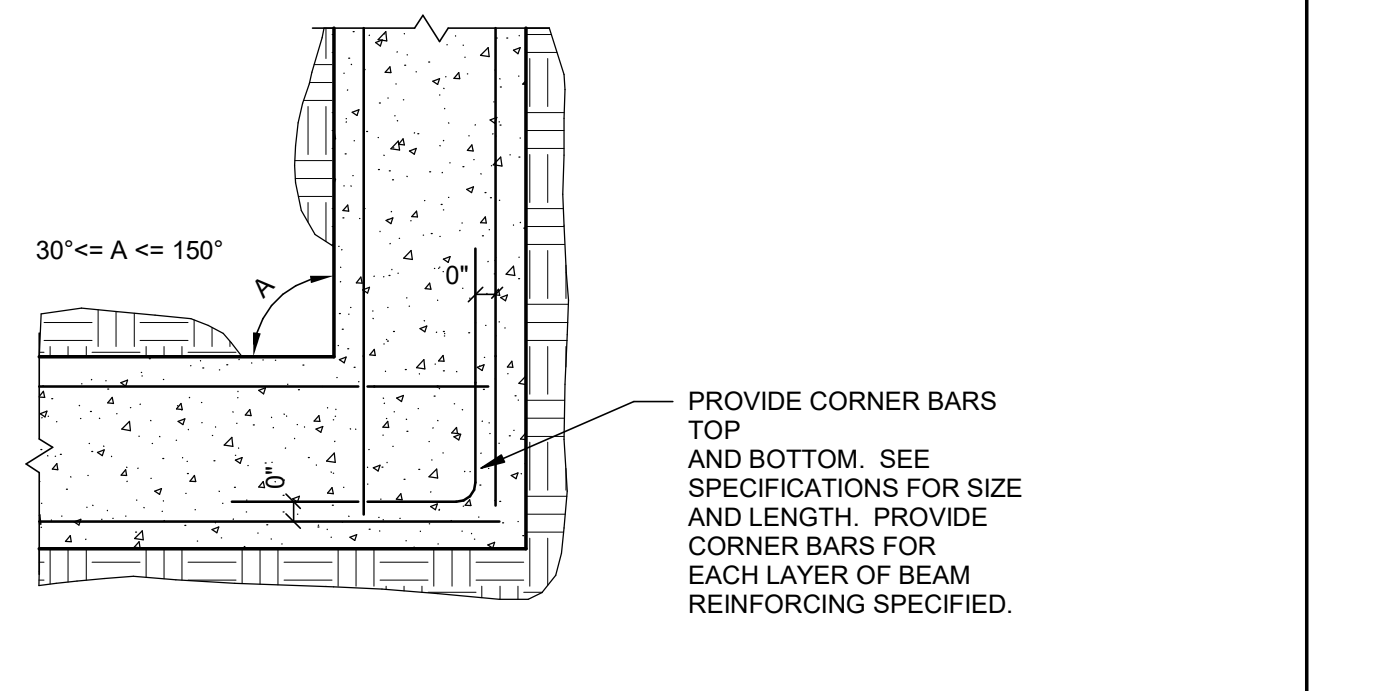
- NOTES:
 1. GRADE BEAMS SHALL BE POURED MONOLITHICALLY AT INTERSECTIONS. SEE TYPICAL GRADE BEAM CONSTRUCTION JOINT DETAIL FOR ACCEPTABLE CONSTRUCTION JOINT LOCATIONS.

6 GRADE BEAM "T" INTERSECTION TOP BAR PLACEMENT DIAGRAM
NO SCALE



- ADDITIONAL DOWELS. USE 2-#5x4'-0" TOP AND BOTTOM UNLESS REQUIRED OTHERWISE BY NOTE 3 OR 4.
 PROVIDE (1) ADDITIONAL BEAM STIRRUP EACH SIDE OF CONSTRUCTION JOINT AND EACH END OF ADDITIONAL DOWELS (NOT SCHED).
- NOTES:
 1. GENERAL CONTRACTOR SHALL SUBMIT DESIRED CONSTRUCTION JOINT LAYOUT AS A SHOP DRAWING FOR APPROVAL A MINIMUM OF TWO WEEK PRIOR TO POUR.
 2. CONSTRUCTION JOINT LOCATIONS SHALL BE COORDINATED WITH REINFORCING STEEL SUPPLIER AND ERECTOR.
 3. ACCEPTABLE JOINT LOCATIONS ARE AS FOLLOWS:
 a. FOR BEAMS NOT SUPPORTING INTERSECTING BEAMS, PLACE JOINT MIDDLE THIRD OF SPAN.
 b. FOR BEAMS SUPPORTING INTERSECTING BEAMS, CHECK WITH STRUCTURAL ENGINEER.
 4. FOR JOINT LOCATIONS OTHER THAN WITHIN MIDDLE THIRD OF SPAN, CONTRACTOR SHALL COORDINATE REQUIRED ADDITIONAL REINFORCEMENT WITH THE ENGINEER ON THE SHOP DRAWINGS.
 5. CONSTRUCTION JOINT SHALL BE PLACED WITHIN MIDDLE THIRD OF SPAN FROM SHORTER SIDE, UNLESS NOTED OTHERWISE ON PLANS.

1 TYPICAL DETAIL GRADE BEAM CONSTRUCTION JOINT
NO SCALE



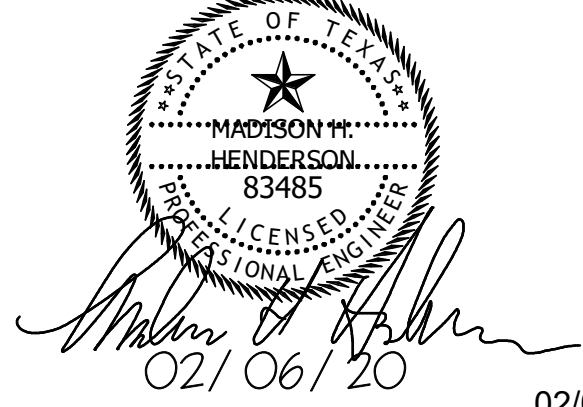
- NOTES:
 1. GRADE BEAMS SHALL BE POURED MONOLITHICALLY AROUND CORNERS. SEE TYPICAL GRADE BEAM CONSTRUCTION JOINT DETAIL FOR ACCEPTABLE CONSTRUCTION JOINT LOCATIONS.

5 GRADE BEAM REINFORCING - STEEL SPLICE AT CORNERS (PLAN VIEW)
NO SCALE

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02/06/20

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715 N HOUSTON AVE, HUMBLE, TX 77338

FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 02/06/2020

Drawn: JM

Checked: Checker

Scale: 1" = 1'-0"

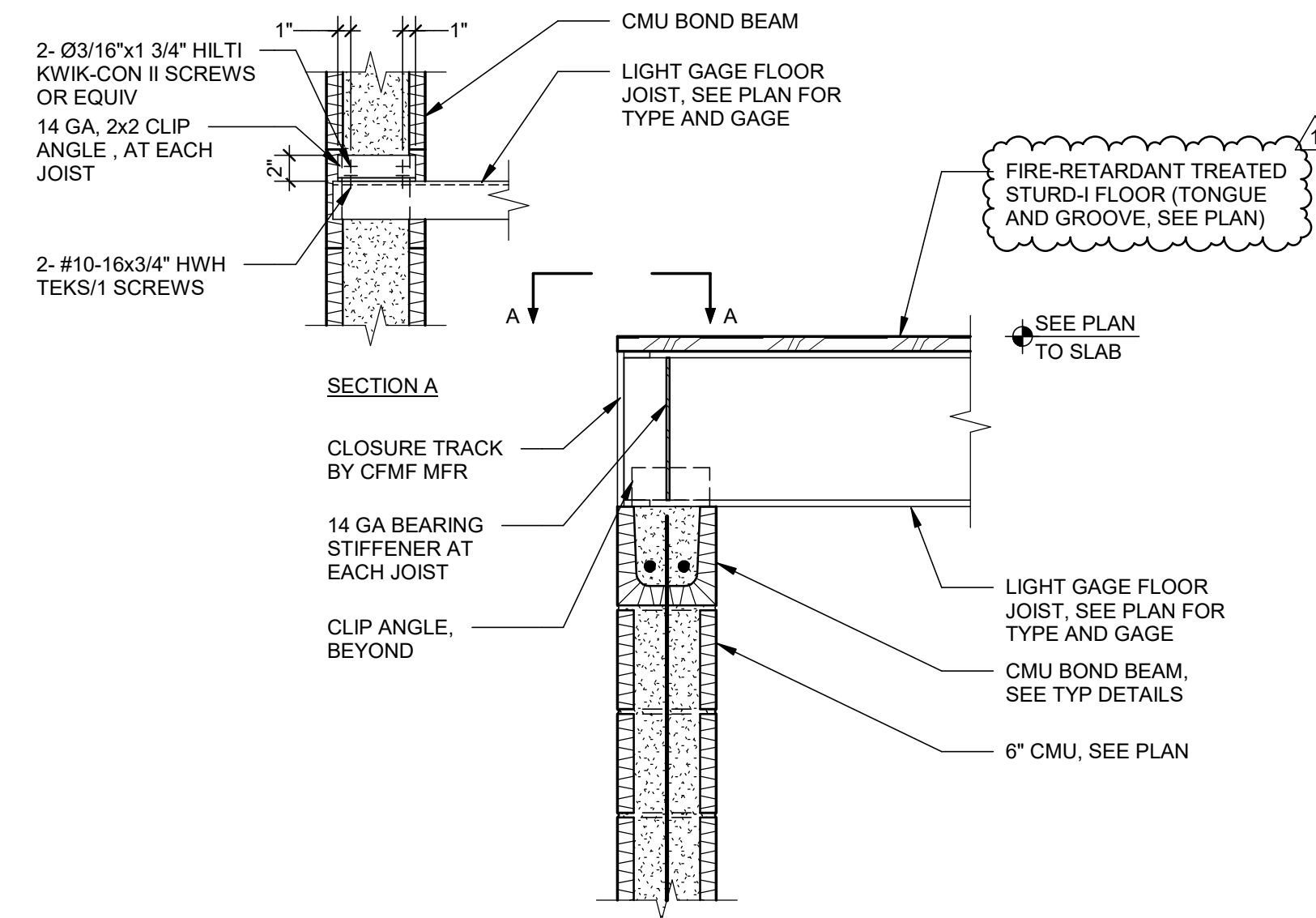
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Revisions:

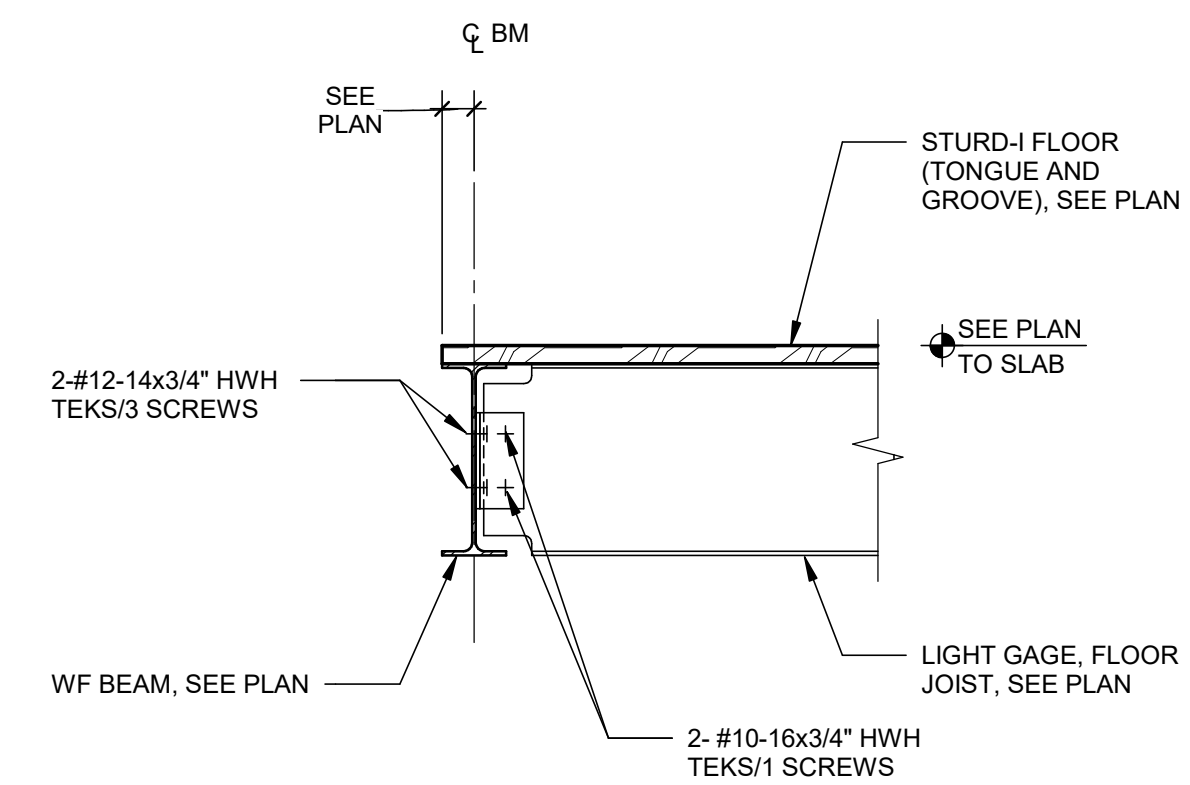
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△	CITY COMMENTS	02/06/2020

FLOOR FRAMING DETAILS

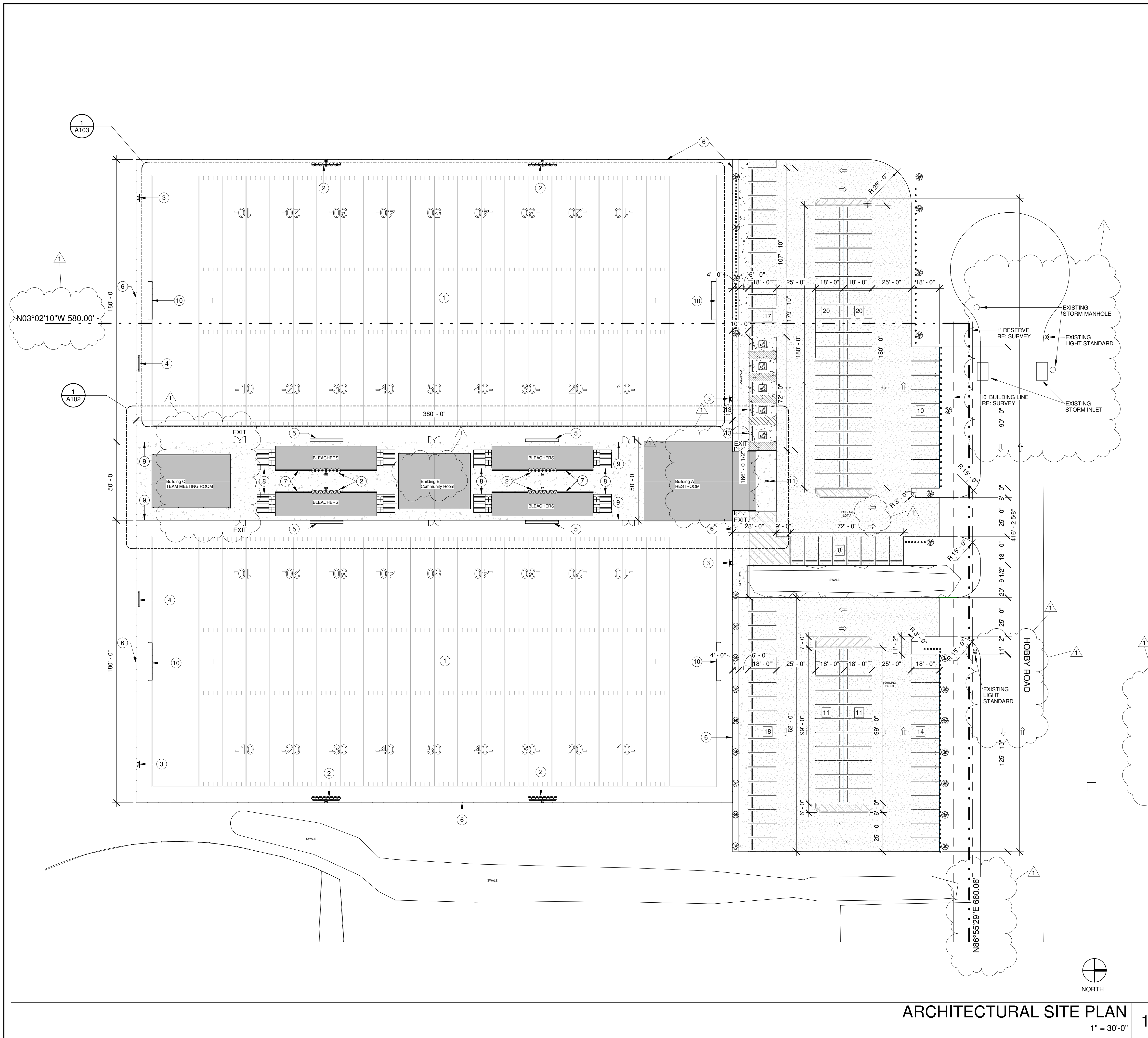
S410



2 SECTION
1" = 1'-0"



1 SECTION
1" = 1'-0"



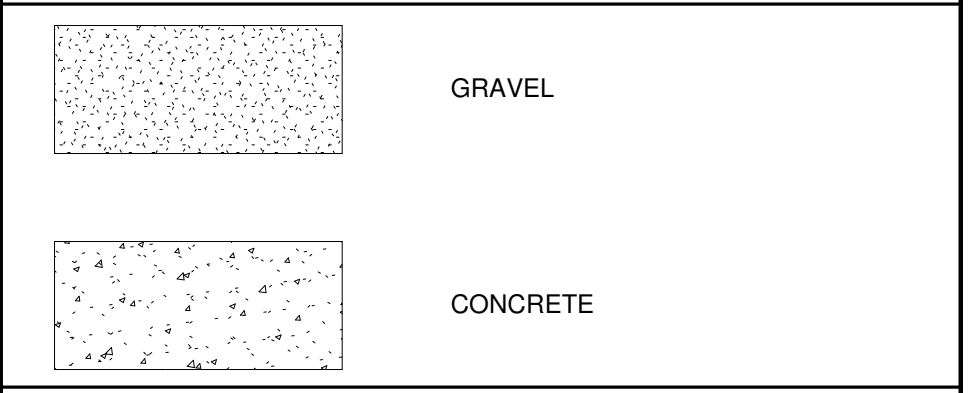
ARCHITECTURAL SITE PLAN

1" = 30'-0"

1

- 1 FOOTBALL FIELD, UIL STANDARD
- 2 STADIUM LIGHTING
- 3 25-SECONDS PLAY CLOCK
- 4 SCORE BOARD
- 5 PLAYERS FIELD BENCH
- 6 6' 0" HIGH CHAIN LINK FENCE
- 7 CANOPY
- 8 BLEACHERS
- 9 4' 0" HIGH CHAIN LINK FENCE
- 10 GOAL POST
- 11 FLAG POLE
- 12 GRAVEL PARKING AREA. REFER CIVIL
- 13 VAN ACCESSIBLE PARKING SIGN
- 14 ACCESSIBLE PARKING SIGN

KEY NOTES



LEGEND

REQUIREMENTS PER DESIGN OCCUPANT LOAD:
SEE CITY OF HOUSTON PARKING ORDINANCE NO. 4792 AND 17024-06-2006

PARKING SPACE REQUIREMENTS
CLASS 6, RECREATION AND ENTERTAINMENT
L, SPORTS COMPLEX
(PUBLIC, DENOMINATIONAL OR PRIVATE):

FOOTBALL COMPLEX
1.0 PARKING SPACE PER EVERY 40 SF OF SEATING

REQUIRED:

3,168 SF / 40	= 79 SPACES
ACCESSIBLE SPACES REQUIRED	= 4 SPACES
VAN ACCESSIBLE SPACES REQUIRED	= 0 SPACE
TOTAL SITE PARKING:	= 83 SPACES

PROVIDED:

REGULAR PARKING	= 121
ACCESSIBLE PARKING	= 5

NOTES:
1. PER TEXAS ACCESSIBILITY STANDARDS (TAS) - TABLE 208.2 PARKING SPACES; FOR 201 TO 300 SPACES PROVIDED, 7 OF TOTAL NEED TO BE DESIGNATED ACCESSIBLE.

PARKING ANALYSIS

Being a tract containing 15.469 acres (673,828 square feet) of land out of the J. Polivent Survey, A-305, same being out of and a portion of the remainder of a called 21.38 acre tract of land conveyed to Fort Bend County as described in deed recorded under Fort Bend County Clerk's File Number (F.B.C.F. No.) 2000098088, said 15.469 acres further described as follows (bearings and distances are referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone No. 4204):

LEGAL DESCRIPTION

1. CONTRACTOR TO COORDINATE WITH CIVIL DRAWINGS FOR DRIVEWAYS, SIDEWALKS, PARKING LOTS & SERVICE DRIVES.
2. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION.
3. REFER TO CIVIL DRAWINGS FOR ALL EXPANSION JOINTS AND CONTROL JOINTS, AS DESIGNED, IF NECESSARY AND FOR LOCATION OF WORK DRAINAGE & PAVING CONDITIONS
4. CONTRACTOR SHALL PROVIDE ANY TEMPORARY ACCESS ROADS, CULVERTS, CROSSINGS, ETC. AS REQUIRED FOR EXECUTION OF THE CONTRACT. ALL TEMPORARY CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
5. ALL CONCRETE IMMEDIATELY OUTSIDE OF ALL EXTERIOR DOORS AND FOR A DISTANCE OF 5'-0" MIN. SHALL NOT EXCEED A SLOPE OF 2%. ALL CONCRETE WALKS OR PARKING AREAS ON ACCESSIBLE ROUTES SHALL NOT EXCEED A SLOPE OF 5% WITH A CROSS SLOPE OF 2% MAX.
6. CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION FENCE DURING CONSTRUCTION. PROVIDE ACCESS GATES AND BARRICADE AS NECESSARY TO SECURE SITE AND PROPERTY. COORDINATE LOCATION OF GATES WITH ARCHITECT PRIOR TO INSTALLATION.
7. RE-SOD OR RE-PLANT TO MATCH EXISTING AT ALL LANDSCAPE AND PLANTING AREAS DISTURBED DURING DEMOLITION, CONSTRUCTION AND AT AREAS NOTED AS FILL AND GRADE UNLESS NOTED OTHERWISE ON PLANS. COORDINATE WITH CIVIL AND LANDSCAPE DRAWINGS.

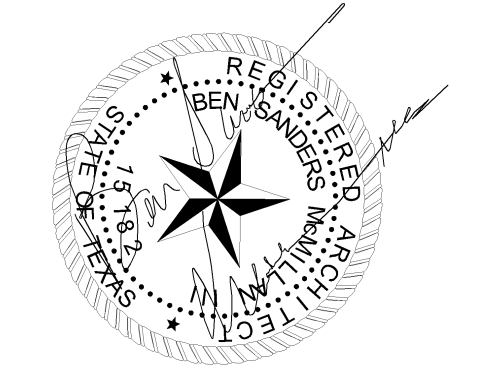
GENERAL NOTES



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Project No: 6001-01



04/22/2019

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**FOOTBALL FIELDS
UPGRADES**

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019

Drawn: JB, CM

Checked: BM

Scale: As Indicated

ACAD File:

Revisions:

DESCRIPTION	
50% CD	02/22/2019
95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
COH Comments	01/28/2020

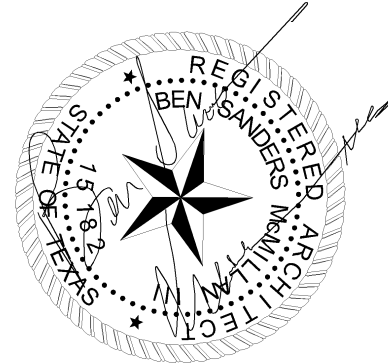
**ARCHITECTURAL SITE
PLAN**

A101

440 Benmar Dr
Houston, Texas 77060

PH: 832-448-2462
FAX: 832-448-2466

Project No: 6001-01



04/22/2019

CONSULTANTS:
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STRUCTURAL ENGINEER
HENDERSON ROGERS STRUCTURAL ENGINEERS, LLC
2603 AUGUSTA DR #800, HOUSTON, TX 77057

MEP ENGINEER
MARSHALL ENGINEERING CORPORATION
715 N HOUSTON AVE, HUMBLE, TX 77338

FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019
Drawn: JB, CM
Checked: BM
Scale: As Indicated

ACAD File:

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SCHEDULES BUILDING "B"

A202.0

ROOM FINISH LEGEND

Mark	Material	Manufacturer	Product #	Color	General Area	Remarks
FLOORS						
EP1	EPOXY FLOOR	PPG PAINTS	PPG1011-2	ELEMENTAL	STORAGE(101), COMMUNITY ROOM, STAIRWAY, TEAM MEETING ROOMS A,B,C & D	PPG HPC HIGH GLOSS EPOXY
EP2	EPOXY FLOOR	EVERLAST EPOXY	EVERLAST FLOOR	SLATE	MEN & WOMEN'S RESTROOMS, TEAM MEETING ROOM RESTROOMS	
LVT1	LUXURY VINYL TILE	ARMSTRONG	NATURAL CREATIONS: MYSTIX	NA2RT	PRESS BOX, STORAGE (202)	SPETTRO: ENGLISH GREY, MIXER: BLUE LAGOON & APPLETINI, SIZE: 691= 6 X 36
DOORS						
PT20	PAINT	PPG PAINTS	TBD	TBD	EXTERIOR DOORS	EXTERIOR PAINT
PT21	PAINT	PPG PAINTS	TBD	TBD	INTERIOR DOORS	EXTERIOR PAINT
WALLS						
PT1	PAINT	PPG PAINTS	PPG1002-1	SILVER FEATHER	INTERIOR WALLS	PPG HPC HIGH GLOSS EPOXY
PT2	PAINT	PPG PAINTS	PPG1003-3	SILVER BELLS	MEN'S & WOMEN'S RESTROOMS, PRESS BOX, TEAM MEETING ROOMS	PPG HPC HIGH GLOSS EPOXY
PT3	PAINT	PPG PAINTS	PPG13-23	AMETHYST HAZE	PRESS BOX	PPG HPC HIGH GLOSS EPOXY
PT4	PAINT	PPG PAINTS	PPG1233-6	MONTEGO BAY	MEN'S RESTROOM, PRESS BOX	PPG HPC HIGH GLOSS EPOXY
PT5	PAINT	PPG PAINTS	PPG1232-3	SILENT RIPPLE	MEN'S RESTROOM	PPG HPC HIGH GLOSS EPOXY
PT6	PAINT	PPG PAINTS	PPG1220-7	MOJO	MEN'S RESTROOM, PRESS BOX, TEAM MEETING ROOMS & RESTROOMS B&C	PPG HPC HIGH GLOSS EPOXY
PT7	PAINT	PPG PAINTS	PPG17-22	DYNAMO	TEAM MEETING ROOM A&D, TEAM MEETING ROOM A&D RESTROOMS	PPG HPC HIGH GLOSS EPOXY
PT8	PAINT	PPG PAINTS	PPG1181-4	TICKLED PINK	WOMEN'S RESTROOM	PPG HPC HIGH GLOSS EPOXY
PT9	PAINT	PPG PAINTS	PPG1212-7	FLIRTATIOUS	TEAM MEETING ROOMS A,B,C&D	PPG HPC HIGH GLOSS EPOXY
PT10	PAINT	PPG PAINTS	PPG1252-5	CHATEAU ROSE	WOMEN'S RESTROOM	PPG HPC HIGH GLOSS EPOXY
PT11	PAINT	PPG PAINTS	PPG1177-4	LAVISH LAVENDER	WOMEN'S RESTROOM	PPG HPC HIGH GLOSS EPOXY
PT12	PAINT	PPG PAINTS	PPG1001-1	Delicate White	COMMUNITY ROOM	PPG HPC HIGH GLOSS EPOXY
MILLWORK						
PLAM1	PLASTIC LAMINATE	WILSONART	4925K-07	CALCUTTA MARBLE	COMMUNITY ROOM	COUNTER TOP
PLAM2	PLASTIC LAMINATE	WILSONART	7964K-12	SKYLINE WALNUT	COMMUNITY ROOM	CABINETS
PLAM3	PLASTIC LAMINATE	WILSONART	8200K-16	WHITE DRIFTWOOD	PRESS BOX	CABINETS
BASE						
RB1	RUBBER BASE	ARMSTRONG	R4171	MID GRAY	THROUGHOUT	
CEILING						
ACT1	ACOUSTICAL TILE	ARMSTRONG	FINE FISSURED: 465	WHITE	PRESS BOX, STORAGE (202)	SIZE: 24 X 24 TILE
GYP1	GYPSUM PANEL			PT1	RESTROOMS, TEAM MEETING ROOMS & RESTROOMS A,B,C&D	
OTS	PAINT			TBD		

5 ROOM FINISH LEGEND

ROOM FINISH SCHEDULE - LEVEL 1 COMMUNITY RM. & PRESS BOX STAND (Building B)													
Room No.	Room Name	Floor	Base	Walls				Ceiling	Ceiling Height	Column	Millwork		
				North	South	East	West				Counter	Doors	Casing
104	COMMUNITY ROOM	EP1	RB1	PT12/PRF WALL PANELS	PT12/PRF WALL PANELS	PT12/PRF WALL PANELS	PT12/PRF WALL PANELS	GYP1	8' - 8"				
104A	R.R.	EP2	RB1	PT8	PT8	PT8	PT8	GYP1	9' - 3 1/4"				
106	STAIRWAY	EP1	RB1	PT1	PT1	-	PT1	GYP1	8' - 8"				

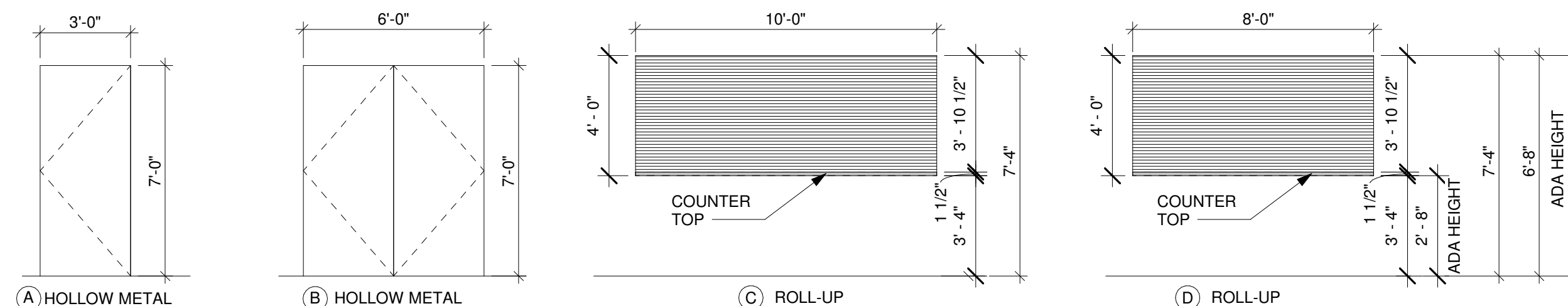
ROOM FINISH SCHEDULE - LEVEL 2 COMMUNITY RM. & PRESS BOX STAND (Building B)													
Room No.	Room Name	Floor	Base	Walls				Ceiling	Ceiling Height	Column	Millwork		
				North	South	East	West				Counter	Doors	Casing
201	PRESS BOX	VCT1	RB1					ACT1	9' 0"				
202	STORAGE	VCT1	RB1	PT1	PT1	PT1	PT1	ACT1	9' 0"				
Grand total: 2													

4 ROOM FINISH SCHEDULE

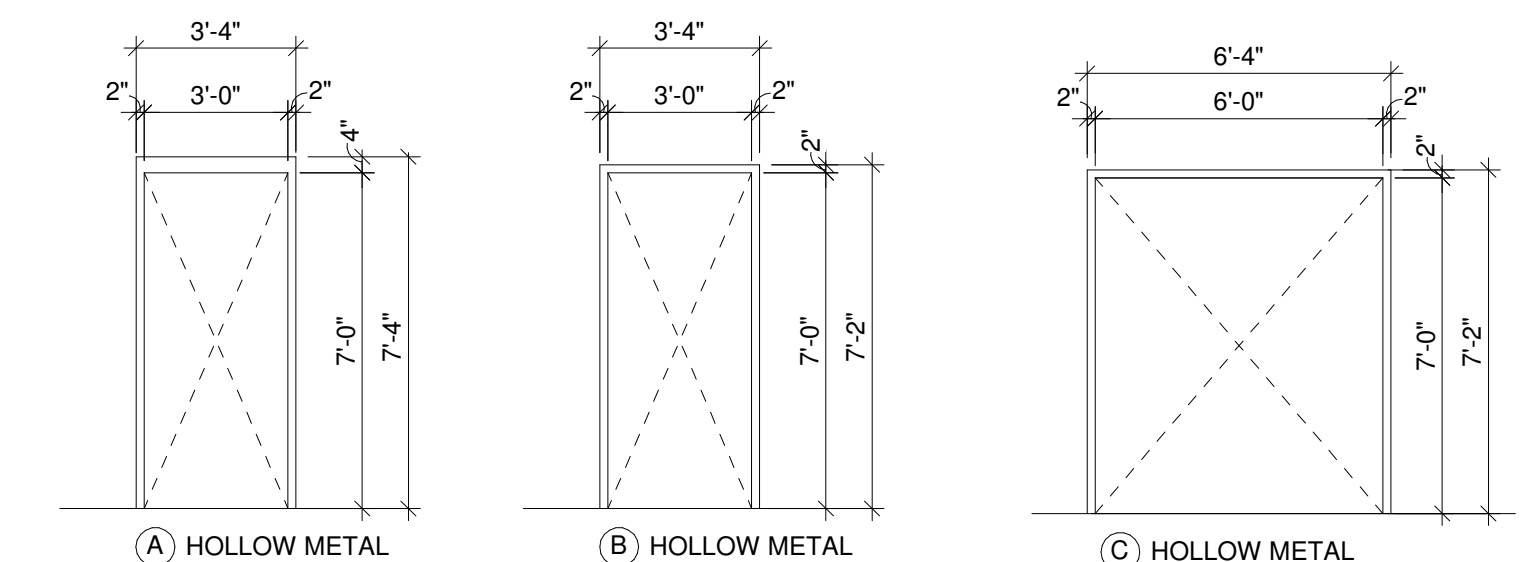
DOOR SCHEDULE - LEVEL 1 COMMUNITY RM. & PRESS BOX STAND (Building B)														
No.	Size	Door				Frame				Details				Remarks
		Material	Thk.	Type	Finish	Type	Finish	Label	Mat.	Head	Jamb	Sill	HW.	
104	3' - 0" x 7' - 0"	HOLLOW METAL	1 3/4"	A	PAINT	-	A	PAINT	-	HOLLOW METAL	11/A903	10/A903	9/A903	505
104A	3' - 0" x 7' - 0"	HOLLOW METAL	1 3/4"	A	PAINT	-	A	PAINT	-	HOLLOW METAL	5/A903	4/A903	3/A903	505
104B	10' - 0" x 3' - 10 1/2"			C										001
104C	10' - 0" x 3' - 10 1/2"			C										001
106	3' - 0" x 7' - 0"	HOLLOW METAL	1 3/4"	A	PAINT	-	A	PAINT	-	HOLLOW METAL	5/A903	4/A903	3/A903	505

Door Schedule - Level 2 COMMUNITY RM. & PRESS BOX STAND (Building B)														
No.	Size	Door				Frame				Details				Remarks
		Material	Thk.	Type	Finish	Type	Finish	Label	Mat.	Head	Jamb	Sill	HW.	
202	3' - 0" x 7' - 0"	HOLLOW METAL	1 3/4"	A	PAINT	-	B	PAINT	-	HOLLOW METAL	8/A903	7/A903	6/A903	201

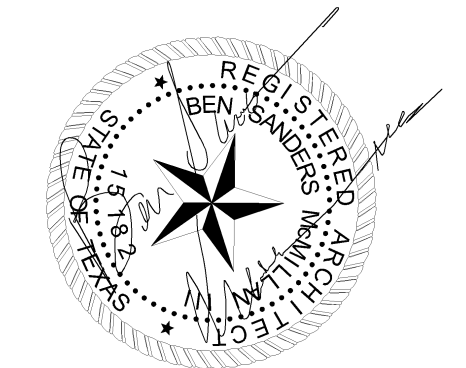
3 DOOR SCHEDULE



2 FRAME TYPES



1 DOOR TYPES



04/22/2019

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FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

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Revisions:

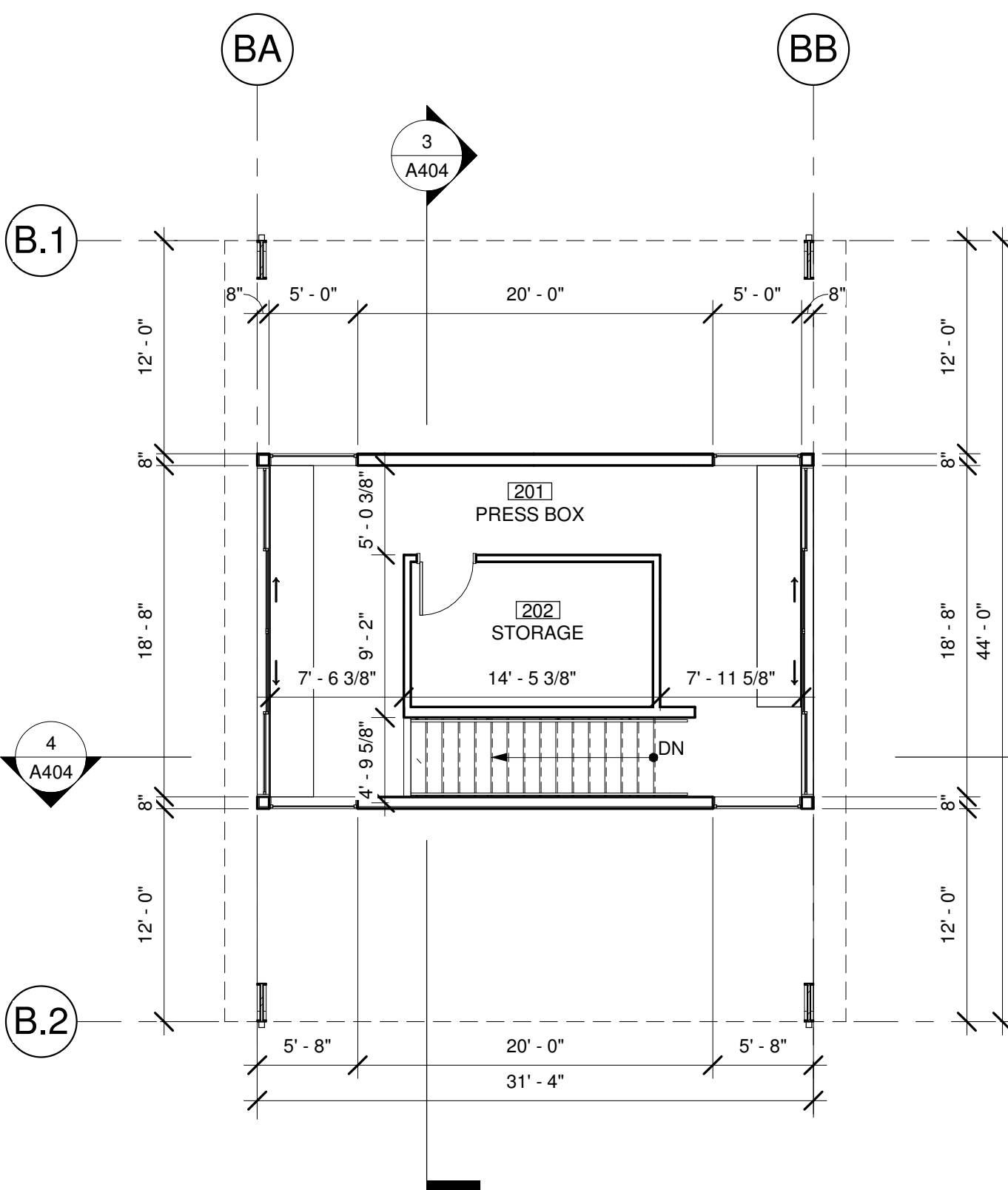
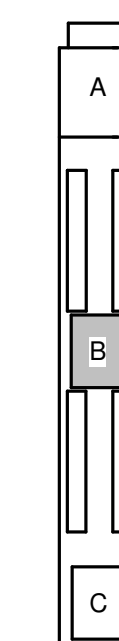
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- 1 (EDF) ELECT. DRINKING FOUNTAINS ADA COMPLIANT - RE: MEP
- 2 MOP SINK
- 3 TRANSITION STRIP
- 4 RIGID FRAME

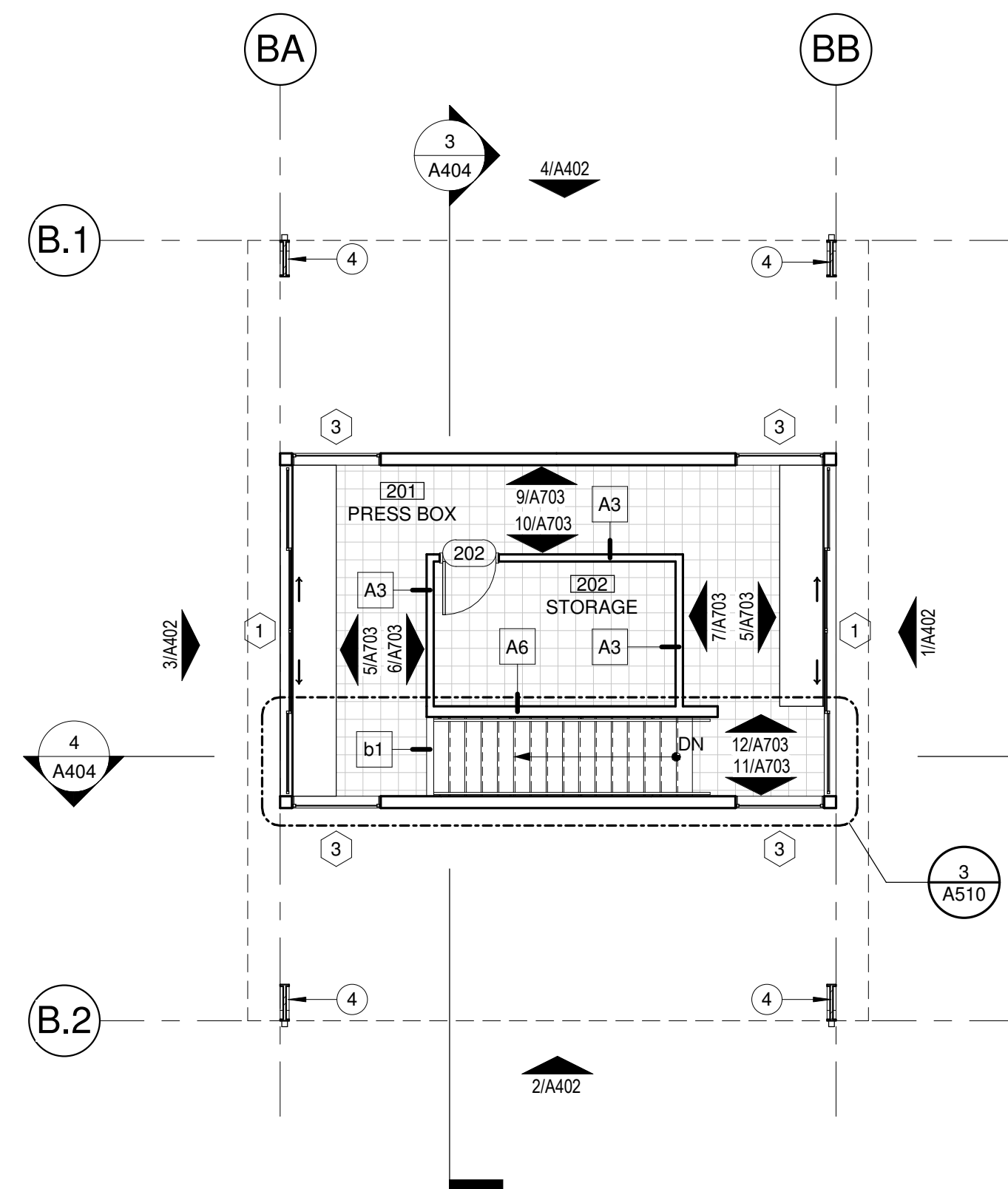
KEY NOTES

1. GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING AND VERIFYING ANY AND ALL EXISTING DIMENSION AND/OR REPORT ANY AND ALL DISCREPANCIES AND EMISSIONS TO ARCHITECT AND ARCHITECTS CONSULTANTS PRIOR TO INSTALLATION OF WORK.
2. CONTRACTOR TO PROVIDE CONTROL JOINTS ON STRIKE AND HINGE SIDE OF DOOR AT ALL GYP. BD PARTITION WALLS.
3. PROVIDE WALL KICKERS @ 48" O.C. AT STUD WALLS.
4. PAINT ALL EXPOSED STRUCTUE, PIPING, AND HVAC DUCTWORK, ARCHITECT TO SELECT COLOR.

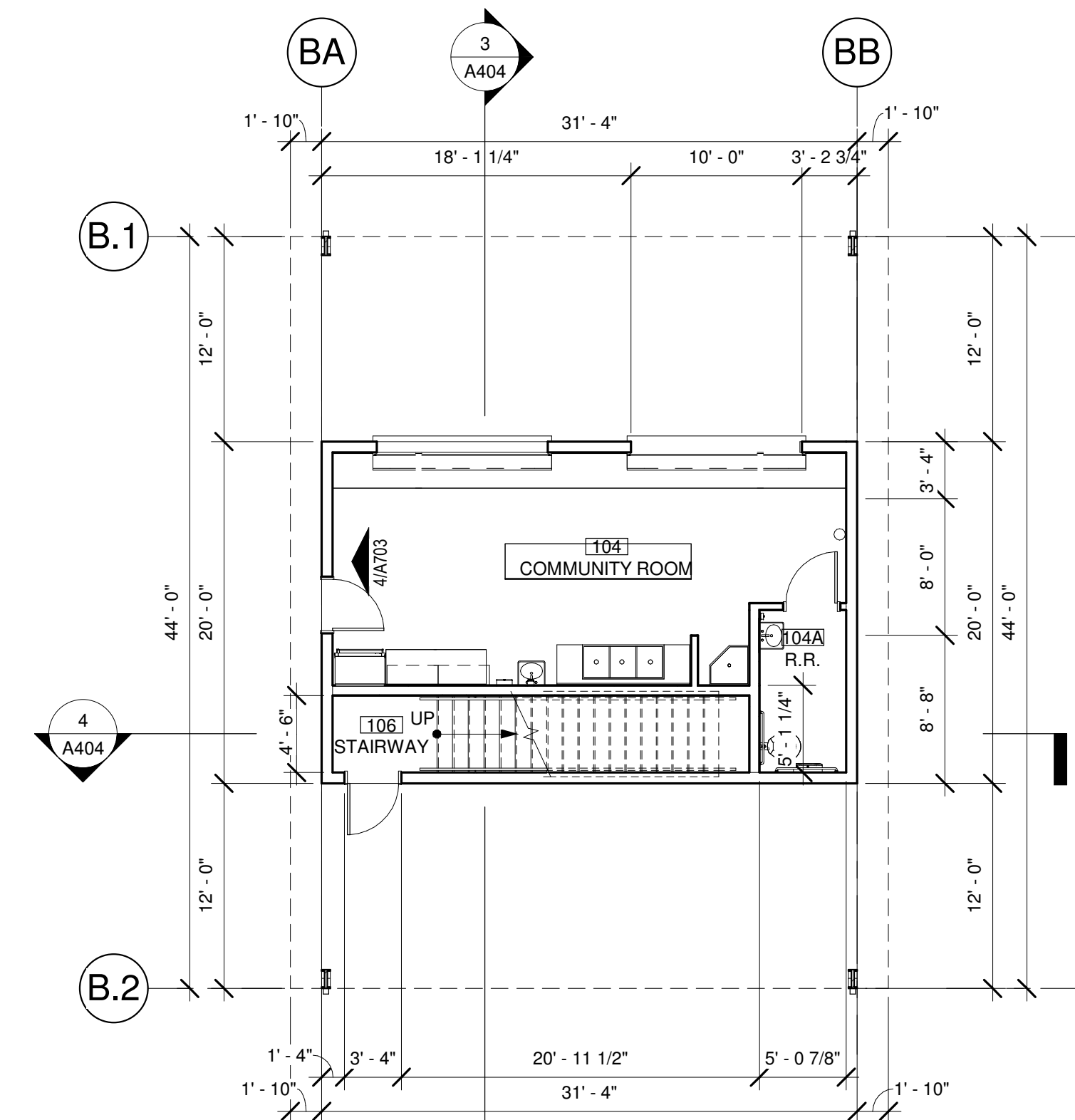
GENERAL NOTES



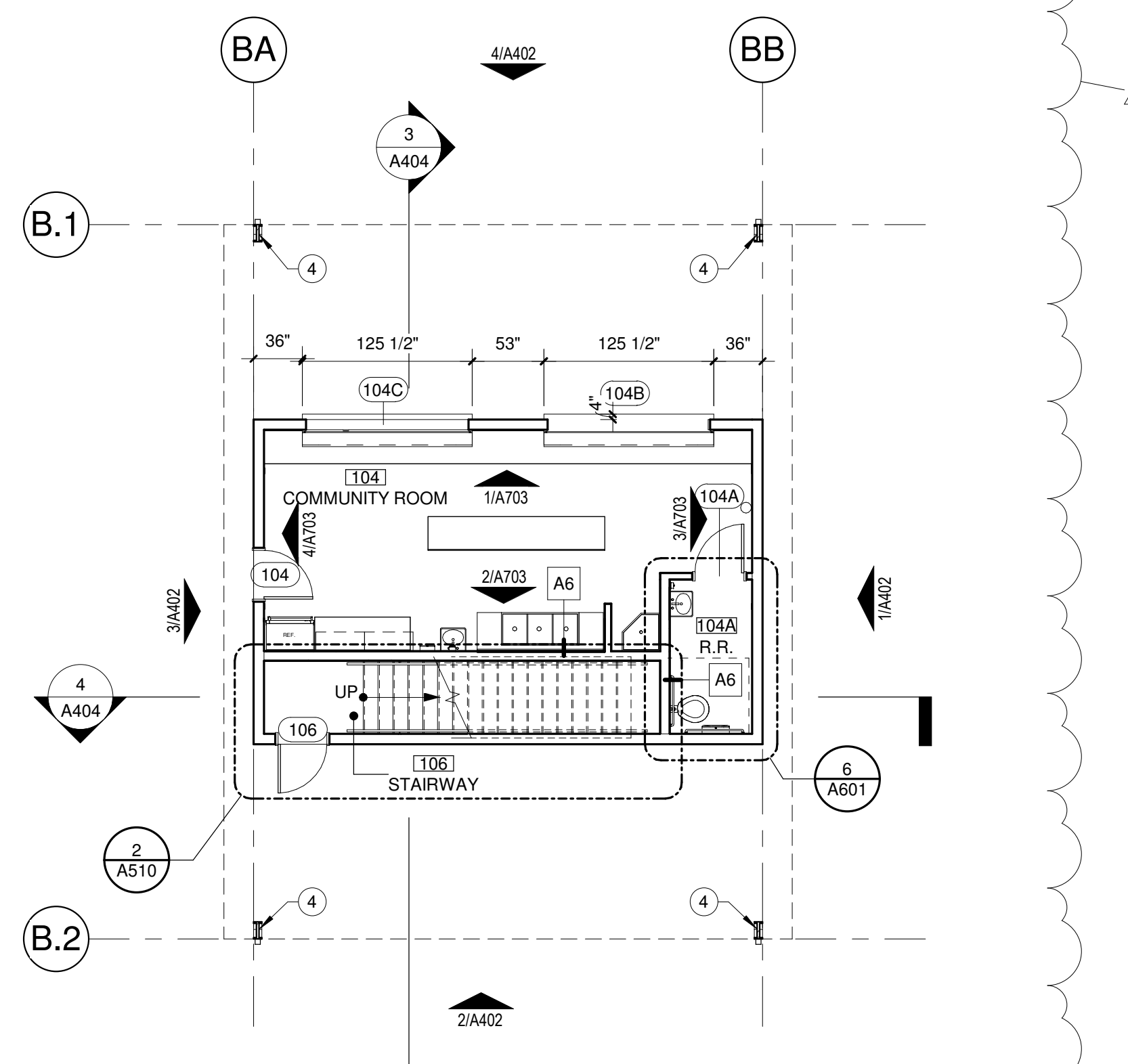
PRESS BOX - 2ND FLOOR DIMENSION PLAN
(BUILDING B) 1/8" = 1'-0" 4



PRESS BOX - 2ND FLOOR PLAN
(BUILDING B) 1/8" = 1'-0" 2



PRESS BOX - 1ST FLOOR DIMENSION PLAN
(BUILDING B) 1/8" = 1'-0" 3

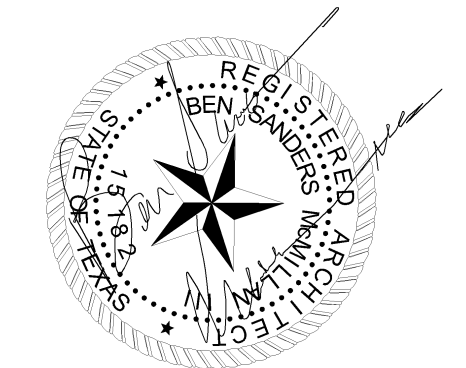


PRESS BOX - 1ST FLOOR PLAN
(BUILDING B) 1/8" = 1'-0" 1

KEY PLAN

FLOOR / DIMENSION
CONTROL PLAN
BUILDING "B"

A202.1



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FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

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REFLECTED CEILING PLANS BUILDINGS "A", "B", "C"

A301

- 1 PAINT UNDERSIDE OF STRUCTURE, COLOR TBD BY ARCHITECT
- 2 PAINT RIGID FRAME STRUCTURE, COLOR TBD BY ARCHITECT
- 3 WALL PACK LIGHT FIXTURE. REFER TO ELECTRICAL.

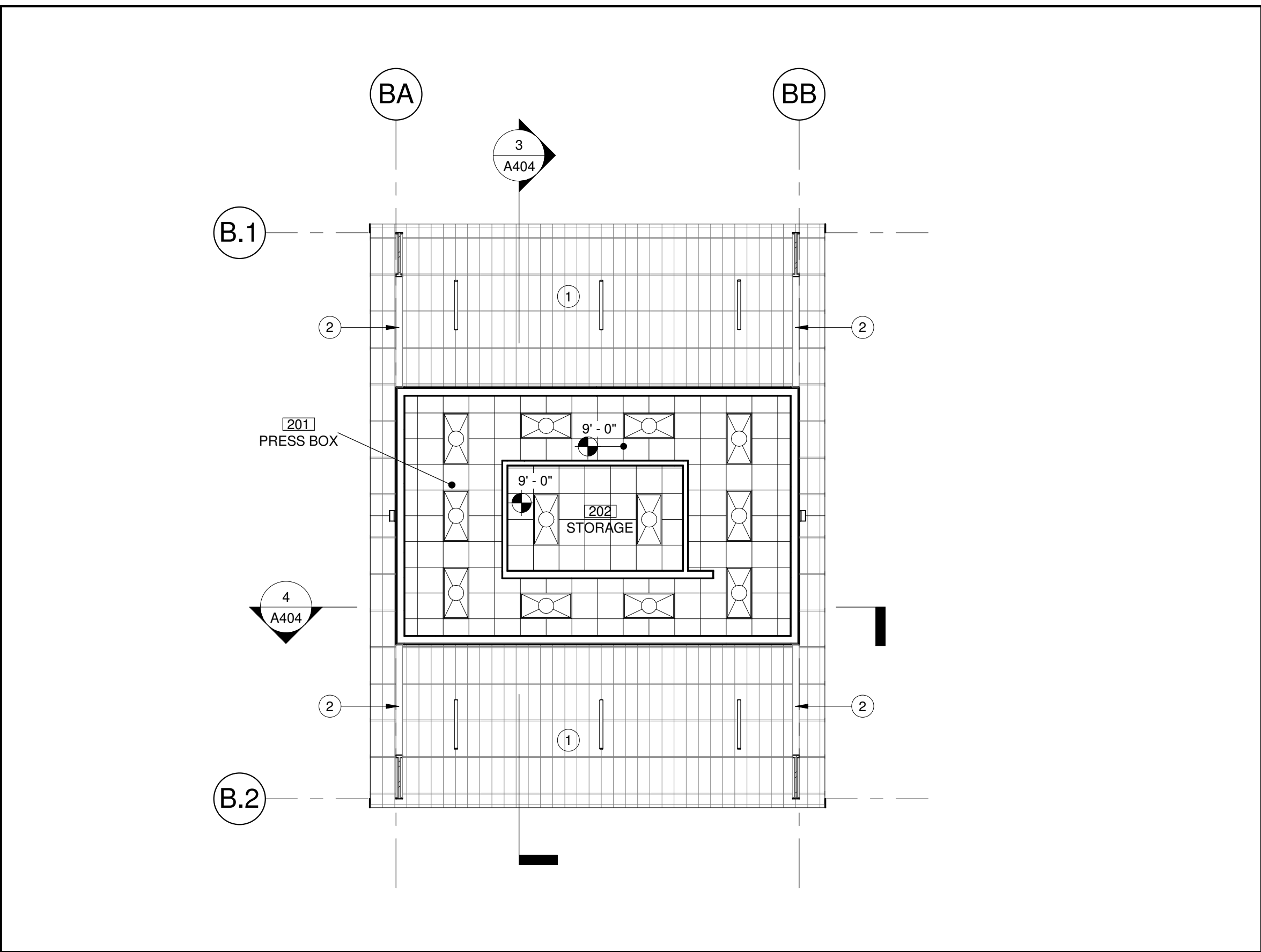
KEY NOTES

SYMBOL	DESCRIPTION
	EQUIPMENT TAG SEE ACCESSORIES & EQUIPMENT SCHEDULE
	SMOKE DETECTOR
	FIRE SPRINKLER
	SPEAKER
	ILLUMINATED EXIT SIGN TWO SIDE READABLE
	ILLUMINATED EXIT SIGN ONE SIDE READABLE
	2' X 4' LAY-IN FIXTURE
	2' X 2' DIFFUSER
	2' X 2' LAY-IN FIXTURE
	CEILING HEIGHT
	SECTION TAG DETAIL
	GYPSUM CEILING
	2X2 ACOUSTICAL CEILING (ALL CEILING TILE SHALL BE SYMMETRICAL IN ROOM AS SHOWN)
	WALL PAK
	PROVIDE SUPPLY AIR
	PROVIDE RETURN AIR
	EXHAUST / RELIEF AIR DUCT SECTION
	SURFACE MOUNTED CABLE LIGHT

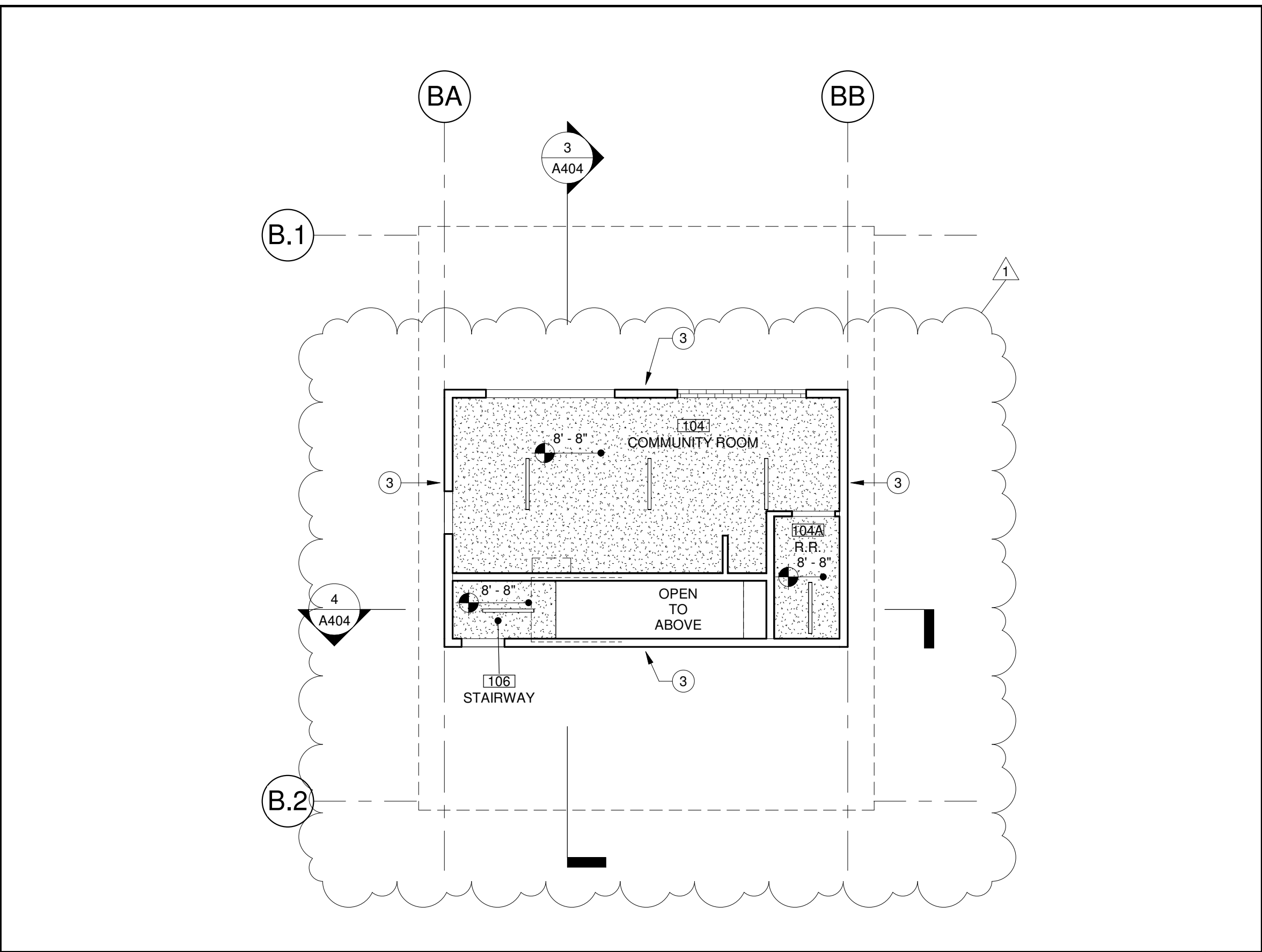
LEGEND

1. PAINT UNDERSIDE OF DECK AND STRUCTURE IN EXPOSED TO STRUCTURE AREAS.
2. PAINT ALL EXPOSED PIPING AND DUCTWORK (COORDINATE WITH ARCHITECT).
3. THE GENERAL CONTRACTOR SHALL REPORT ANY AND ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT PRIOR TO BIDDING.
4. THE GENERAL CONTRACTOR SHALL REPORT ANY AND ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT PRIOR TO INSTALLATION OF NEW WORK.
5. ALL WORK TO BE IN COMPLIANCE WITH APPLIANCE CODES & REGULATIONS.
6. DO NOT SCALE DRAWINGS FOR DIMENSIONS. WRITTEN DIMENSIONS GOVERN. IF THERE IS A CONFLICT NOTIFY ARCHITECT.
7. ALL DIMENSIONS LOCATING PARTITIONS ARE TAKEN FROM FINISH FACE OF WALL. UNLESS NOTED OTHERWISE.
8. VERIFY PAINT COLORS WITH ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
9. VERIFY FIXTURE HEIGHTS AT EXPOSED CEILING LOCATIONS PRIOR TO INSTALLATION.
10. ALL CEILING PENETRATIONS SUCH AS BUT NOT LIMITED TO LIGHT FIXTURES, MECHANICAL GRILLES/DIFFUSERS & EXIT SIGNS SHALL BE CENTETRED IN CEILING TILE.
11. FIXTURES AND EQUIPMENT LOCATED IN LAY-IN ACOUSTIC CEILINGS SHALL BE LOCATED AT THE CENTER OF PANELS AND IN NO CASE SHALL FIXTURES BE LOCATED CLOSER THAN 6-INCHES FROM THE PANEL EDGE.
12. COORDINATE EXPANSION JOINTS IN CEILING W/ STRUCTURAL EXPANSION JOINTS.
13. ALL LINEAR LIGHT FIXTURES IN EXPOSED TO STRUCTURE AREAS TO BE LOCATED ON CENTERLINE OF STRUCTURE ABOVE U.N.O.
14. ALL CEILING TILE PATTERNS TO BE LAID OUT EQUALLY WITHIN A SPACE U.N.O.
15. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING CEILING FIXTURES.

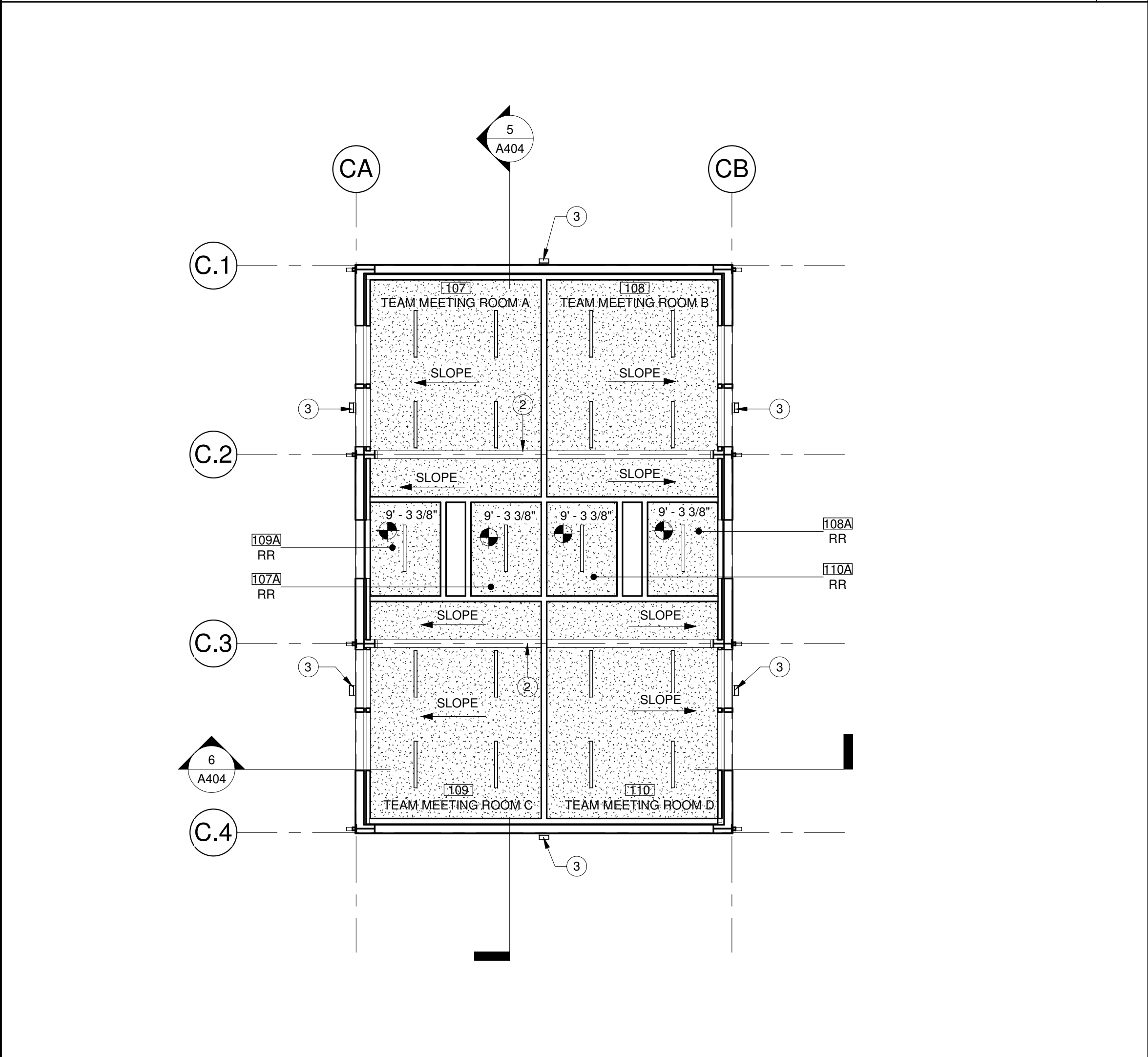
GENERAL NOTES



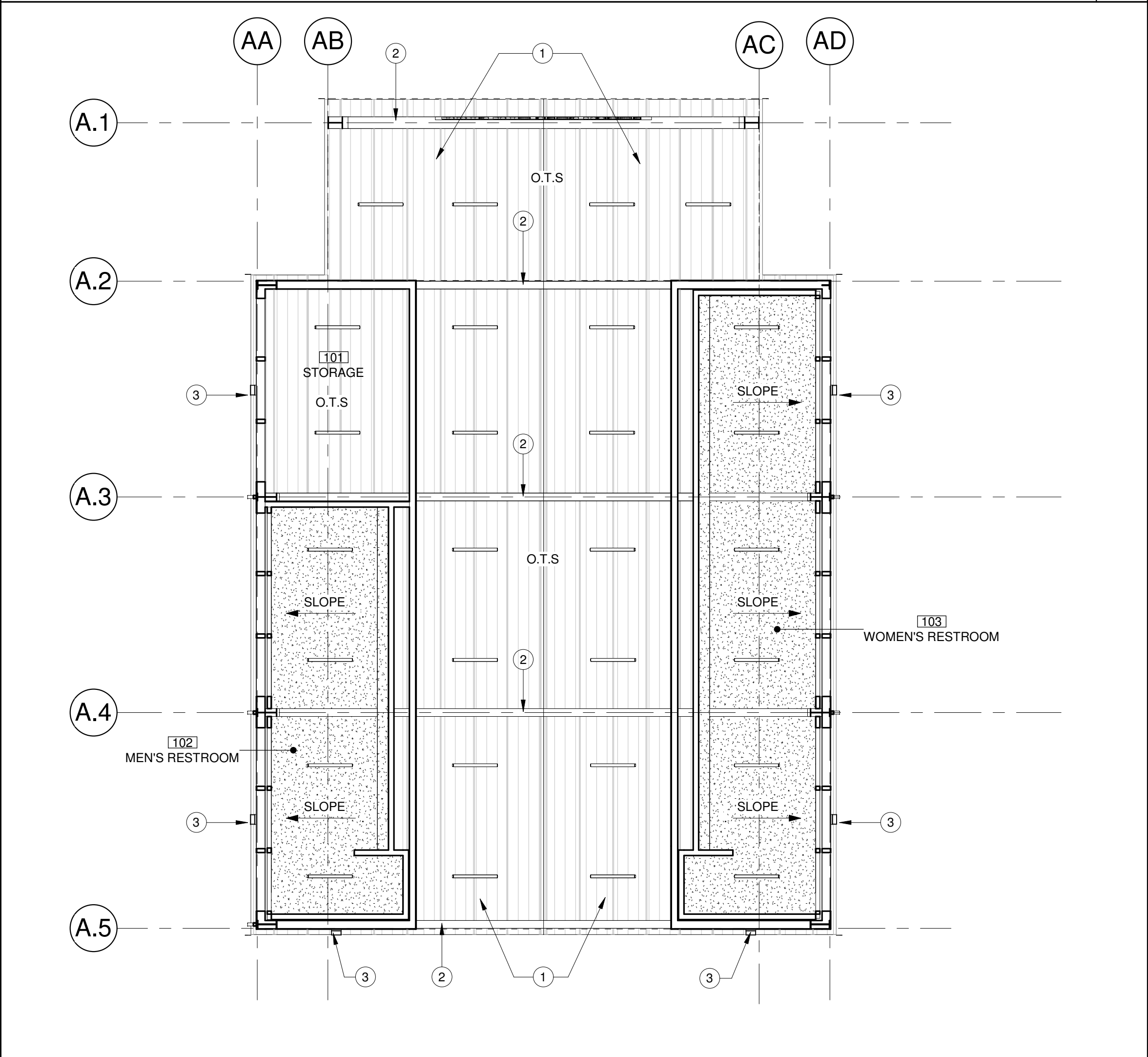
PRESS BOX 2ND FLOOR - REFLECTED CEILING PLAN
(BUILDING B) 1/8" = 1'-0" 4



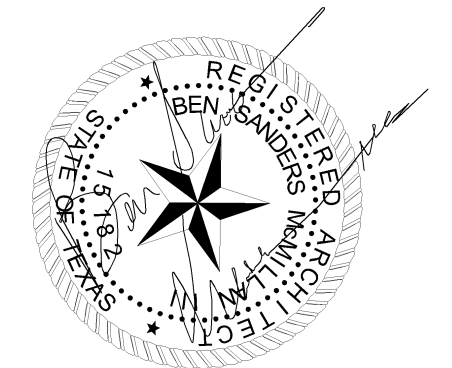
PRESS BOX 1ST FLOOR - REFLECTED CEILING PLAN
(BUILDING B) 1/8" = 1'-0" 2



TEAM MEETING ROOMS - REFLECTED CEILING PLAN
(BUILDING C) 1/8" = 1'-0" 3



RESTROOM BUILDING - REFLECTED CEILING PLAN
(BUILDING A) 1/8" = 1'-0" 1



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FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

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EXTERIOR ELEVATIONS BUILDINGS "B"

A402

- 1 METAL ROOF PANEL, COLOR TO BE SELECTED BY ARCHITECT
- 2 METAL WALL PANEL, COLOR TO BE SELECTED BY ARCHITECT
- 3 CMU
- 4 DOWNSPOUTS (TYP.)
- 5 GUTTER (TYP.)
- 6 DOOR AS SCHEDULED
- 7 WINDOW AS SCHEDULED
- 8 PAINTED STRUCTURE
- 9 WATER FOUNTAIN
- 10 CHAIN LINK FENCE
- 11 CONTINUOUS FLASHING AT METAL WALL PANEL OVER CMU
- 12 LOUVER AS SCHEDULED
- 13 FLAG POLE
- 14 WALL PACK LIGHT FIXTURE. REFER TO ELECTRICAL
- 15 BUILDING SIGNAGE
- 16 LIGHT FIXTURE. REFER TO ELECTRICAL
- 17 CHAIN LINK FENCE GATE
- 18 CONTROL JOINTS IN CMU WALL

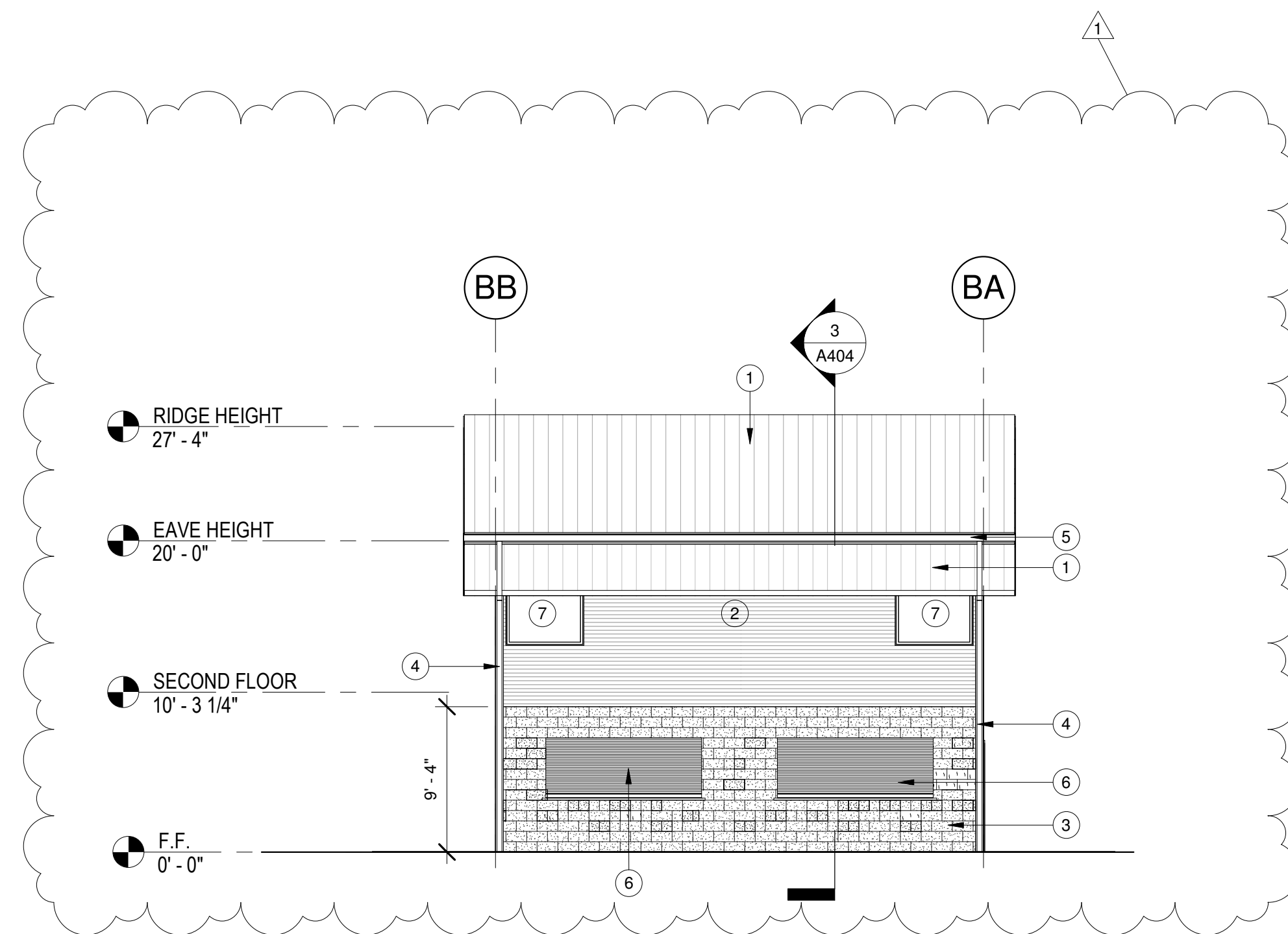
KEY NOTES

	SPLIT FACE CMU (GRAPHITE II)
	SPLIT FACE CMU (TEXAS GRAY)
	SMOOTH FACE CMU (GLAZED CMU, S-4/ LIGHT FROST GRAY)

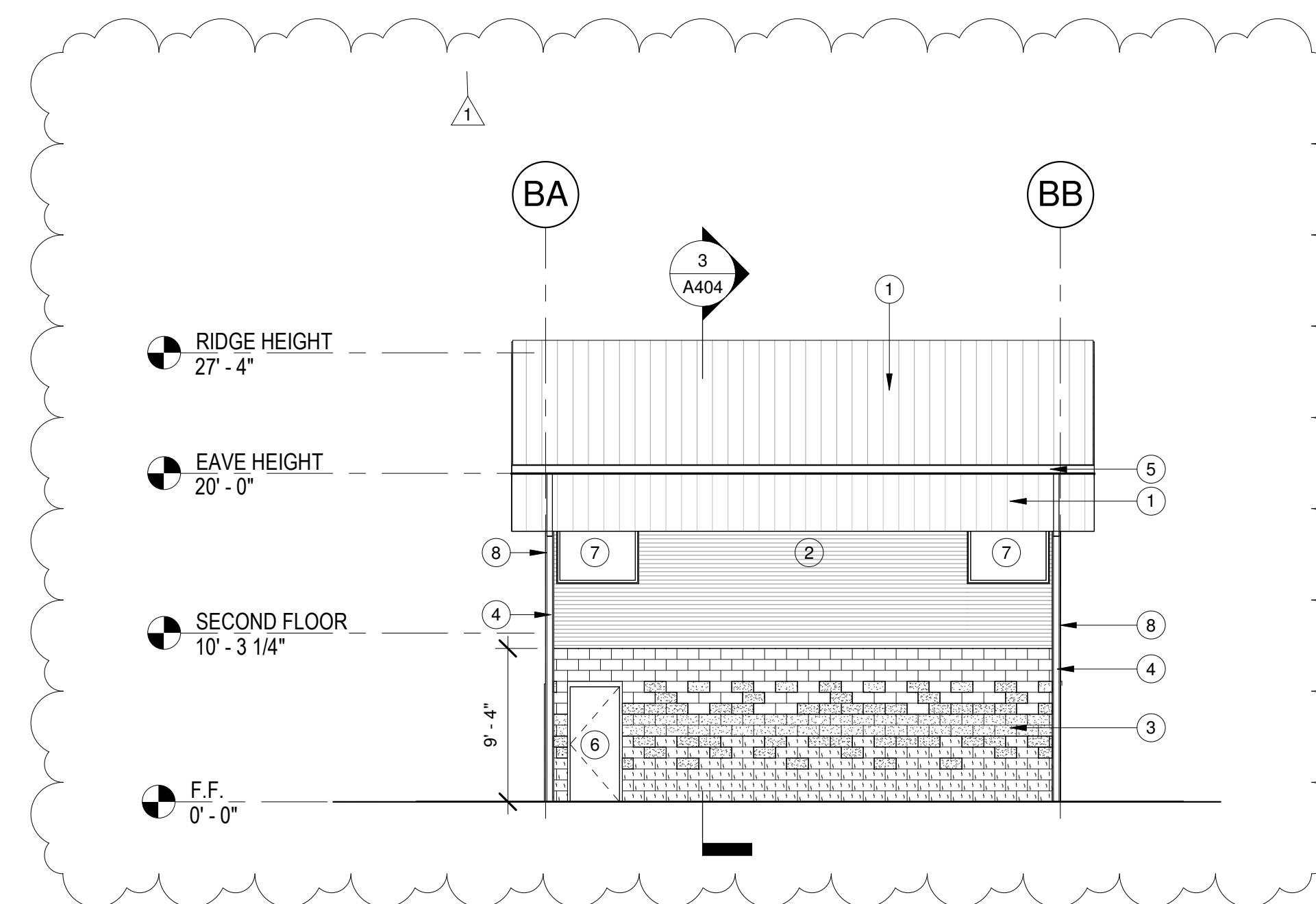
LEGEND

1. PROVIDE KICKERS AT 48" O.C.
2. CONTRACTOR TO PROVIDE CONTROL JOINTS ON STRIKE AND HINGE SIDE OF DOOR AT ALL GYP. BD. PARTITION WALLS.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING AND VERIFYING ANY AND ALL EXISTING DIMENSIONS AND / OR EXISTING FIELD CONDITIONS PRIOR TO START OF WORK. REPORT ANY AND ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT PRIOR TO INSTALLATION OF NEW WORK.
4. WATER RESISTANT GYP.
5. VERIFY PAINT COLORS WITH ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR TO PROVIDE CONTROL JOINTS ON CMU WALL AT GRID LINES, ALONG THE LONGER SIDE OF THE BUILDING.

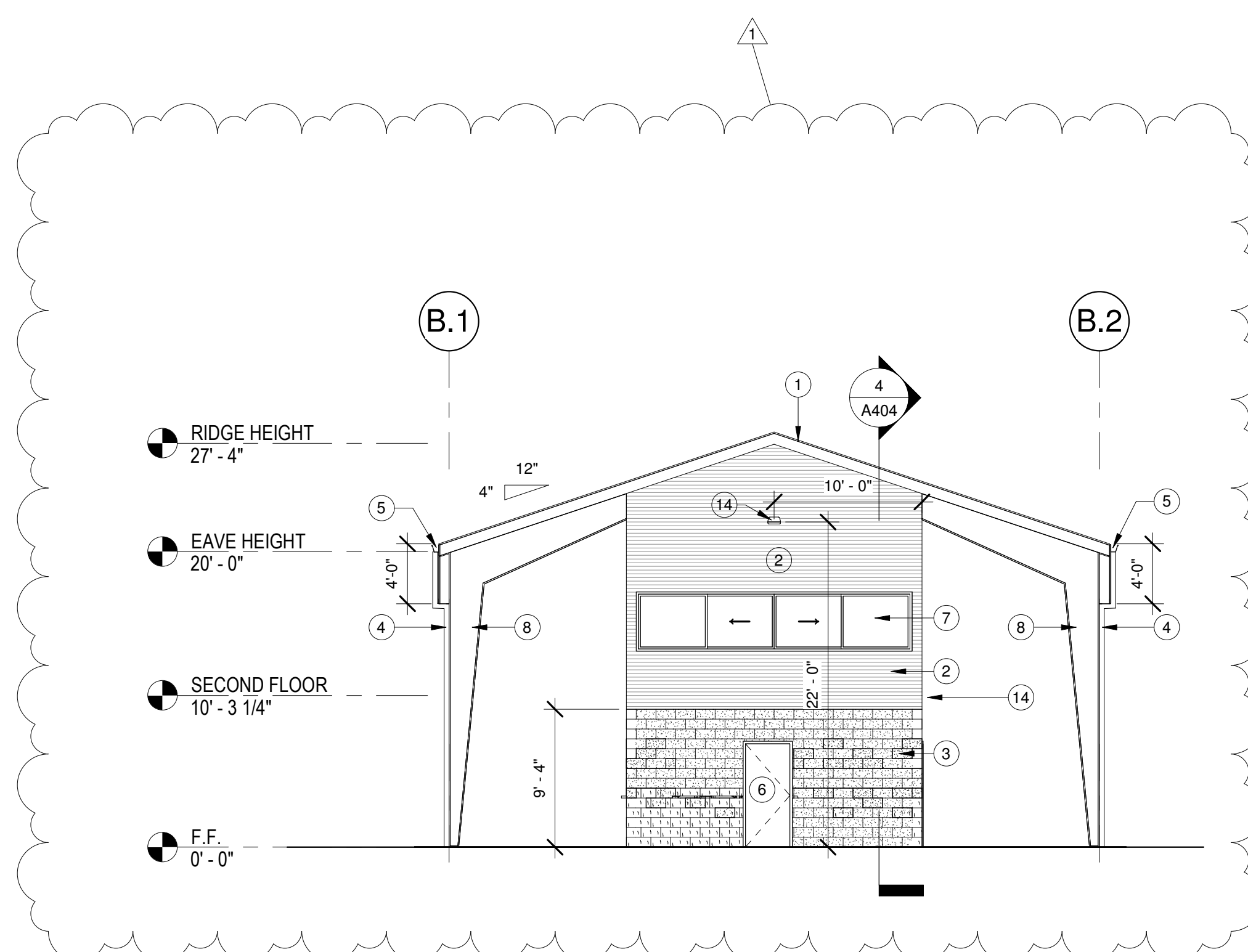
GENERAL NOTES



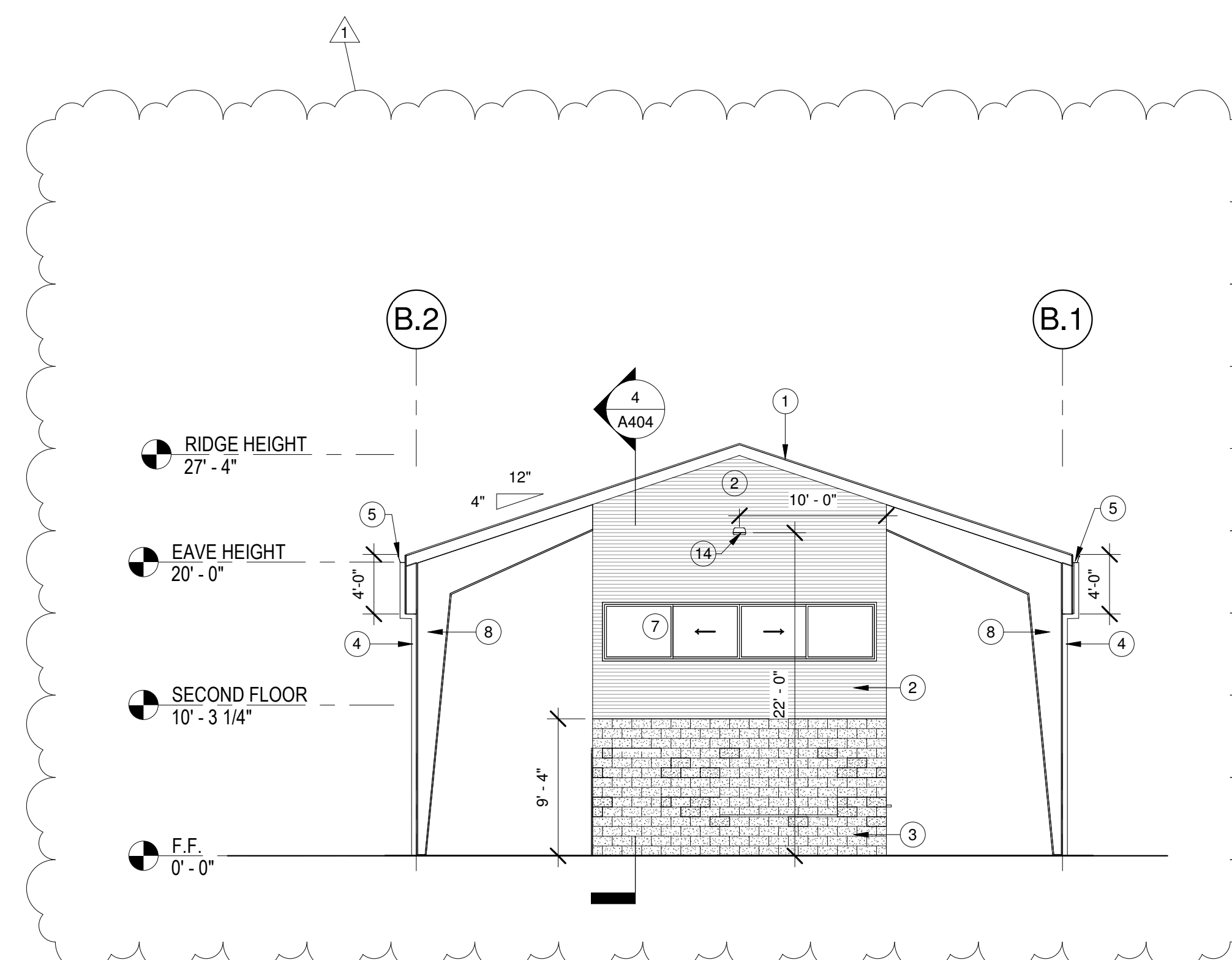
PRESS BOX BUILDING - NORTH ELEVATION
(BUILDING B) 1/8" = 1'-0" 4



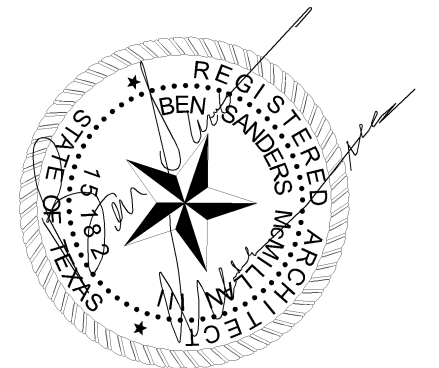
PRESS BOX BUILDING - SOUTH ELEVATION
(BUILDING B) 1/8" = 1'-0" 2



PRESS BOX BUILDING - WEST ELEVATION
(BUILDING B) 1/8" = 1'-0" 3



PRESS BOX BUILDING - EAST ELEVATION
(BUILDING B) 1/8" = 1'-0" 1



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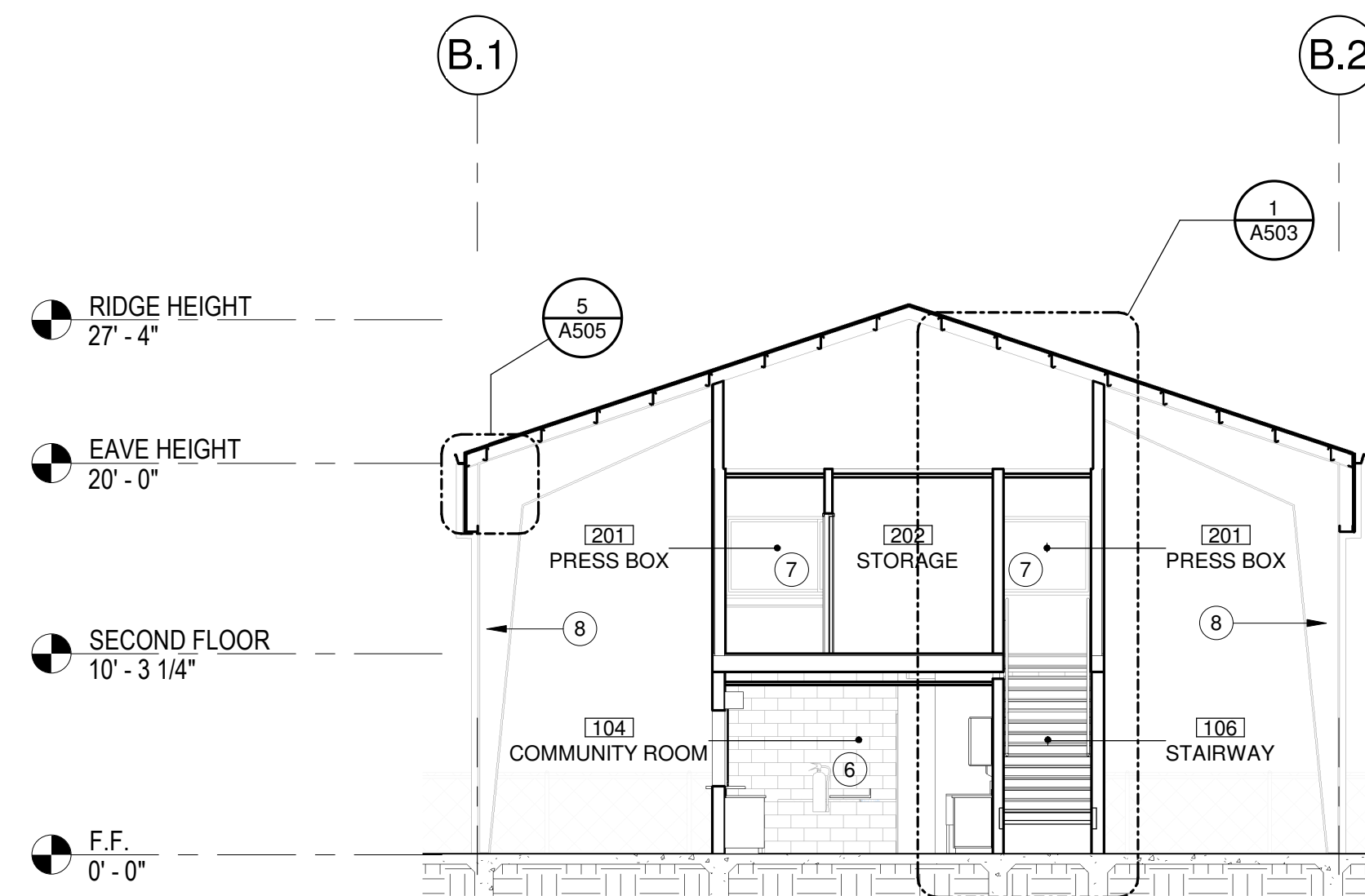
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- 1 METAL ROOF PANEL, COLOR TO BE SELECTED BY ARCHITECT
- 2 METAL WALL PANEL, COLOR TO BE SELECTED BY ARCHITECT
- 3 CMU
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- 18 CONTROL JOINTS IN CMU WALL

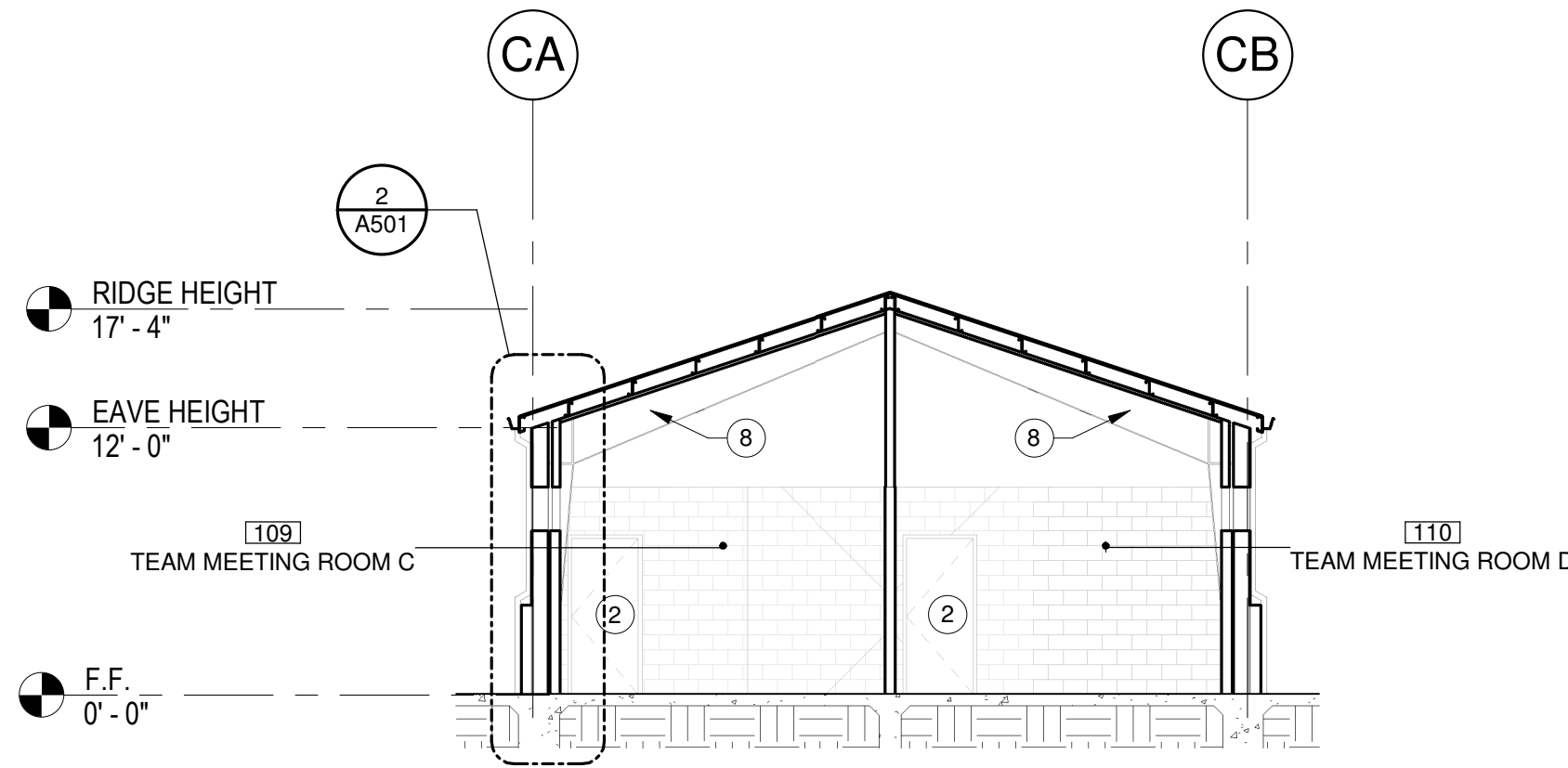
KEY NOTES

1. PROVIDE KICKERS AT 48" O.C.
2. CONTRACTOR TO PROVIDE CONTROL JOINTS ON STRIKE AND HINGE SIDE OF DOOR AT ALL GYP. BD. PARTITION WALLS.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING AND VERIFYING ANY AND ALL EXISTING DIMENSIONS AND / OR EXISTING FIELD CONDITIONS PRIOR TO START OF WORK. REPORT ANY AND ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT PRIOR TO INSTALLATION OF NEW WORK.
4. WATER RESISTANT GYP.
5. VERIFY PAINT COLORS WITH ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR TO PROVIDE CONTROL JOINTS ON CMU WALL AT GRID LINES, ALONG THE LONGER SIDE OF THE BUILDING.

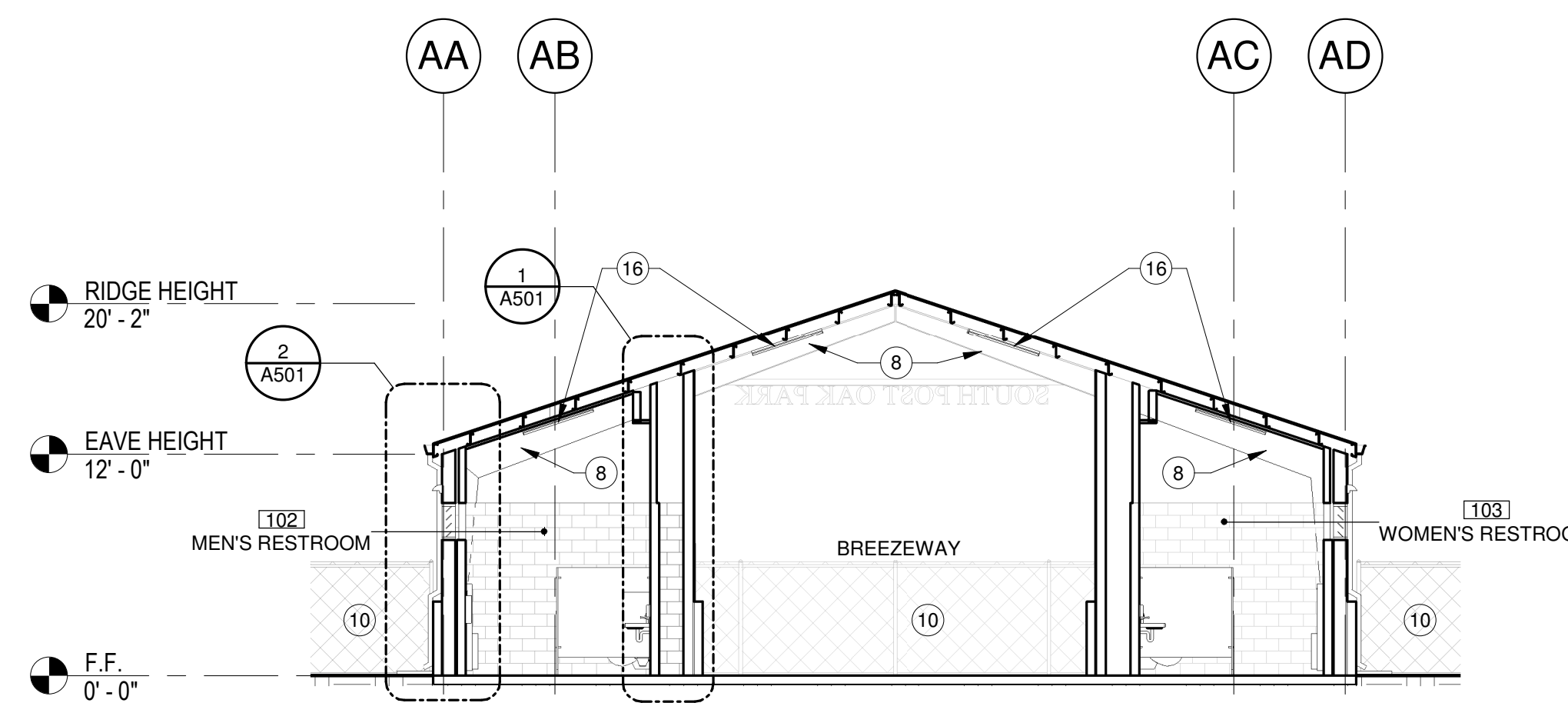
GENERAL NOTES



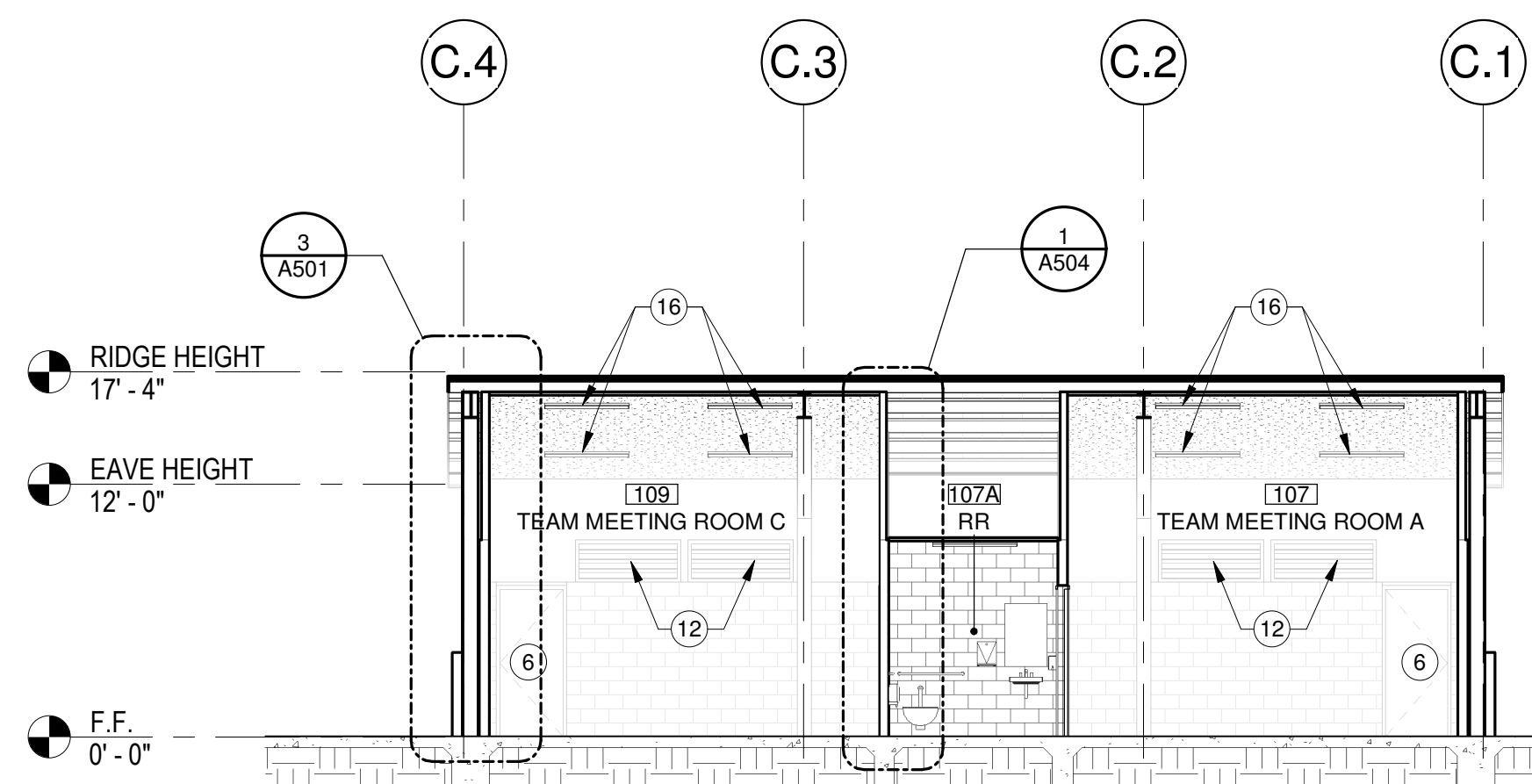
BUILDING SECTION - PRESS BOX BUILDING
(BUILDING B) 1/8" = 1'-0" 3



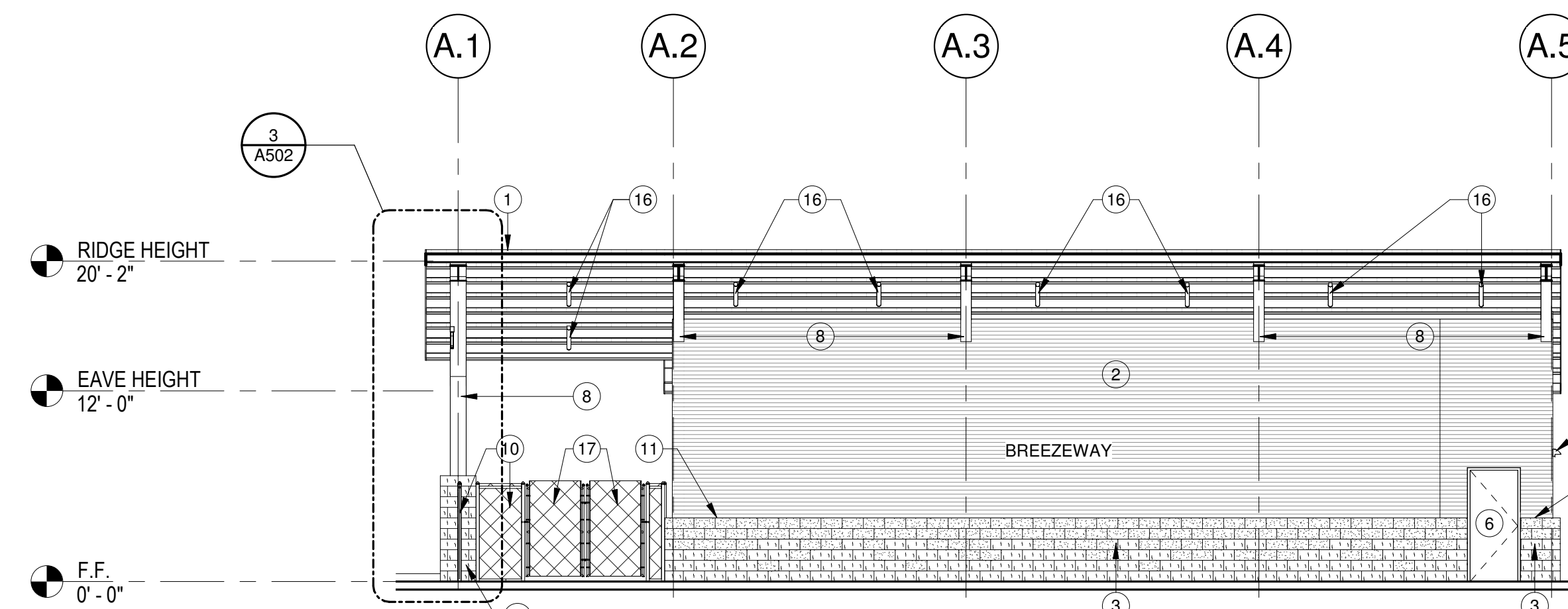
BUILDING SECTION - TEAM MEETING ROOMS
(BUILDING C) 1/8" = 1'-0" 6



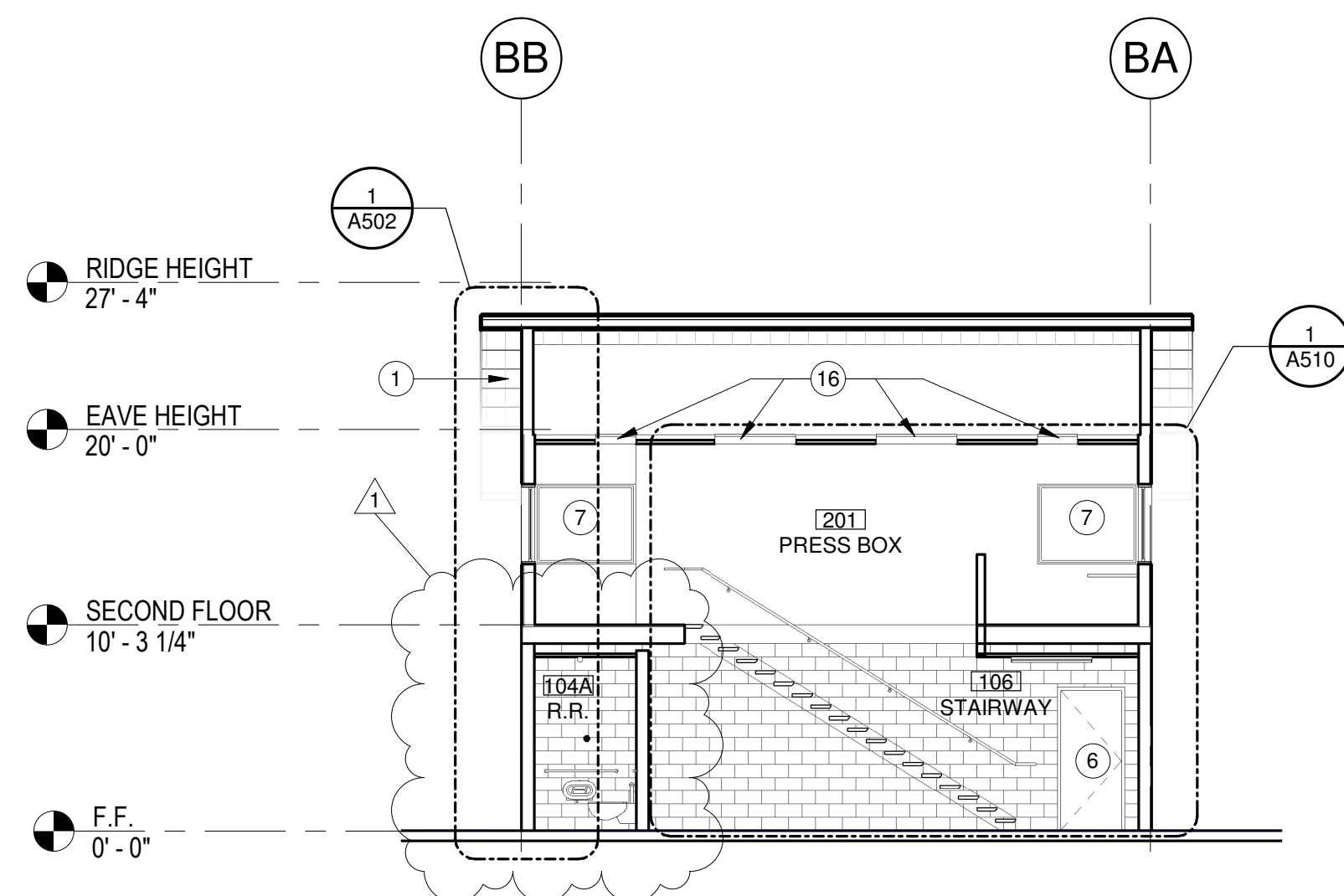
BUILDING SECTION - RESTROOM BUILDING
(BUILDING A) 1/8" = 1'-0" 2



BUILDING SECTION - TEAM MEETING ROOMS
(BUILDING B) 1/8" = 1'-0" 5



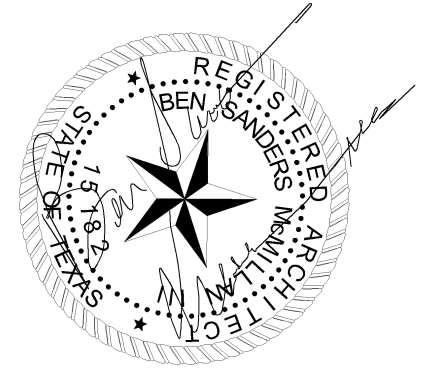
BUILDING SECTION - RESTROOM BUILDING BREEZEWAY
(BUILDING A) 1/8" = 1'-0" 1



BUILDING SECTION - PRESS BOX STAIR
(BUILDING B) 1/8" = 1'-0" 4

BUILDING SECTIONS BUILDINGS "A", "B" & "C"

A404



04/22/2019

CONSULTANTS:

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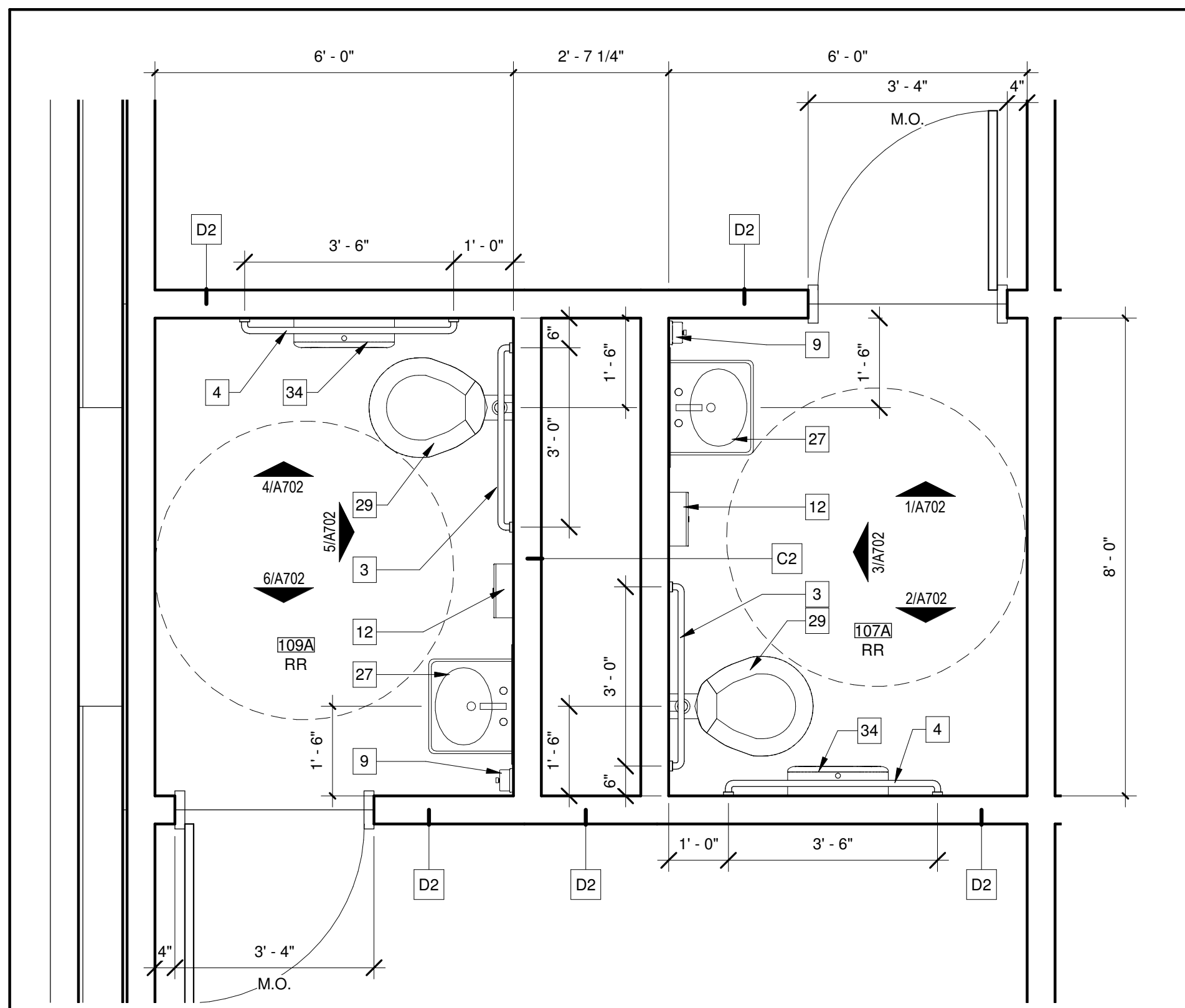
FOOTBALL FIELDS UPGRADES

5885 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019
Drawn: JB, CM
Checked: BM
Scale: As Indicated

ACAD File:
Revisions:

NO.	DESCRIPTION	DATE
50% CD		02/22/2019
95% CD		03/22/2019
ISSUED FOR PERMIT		04/22/2019
COH Comments		01/28/2020

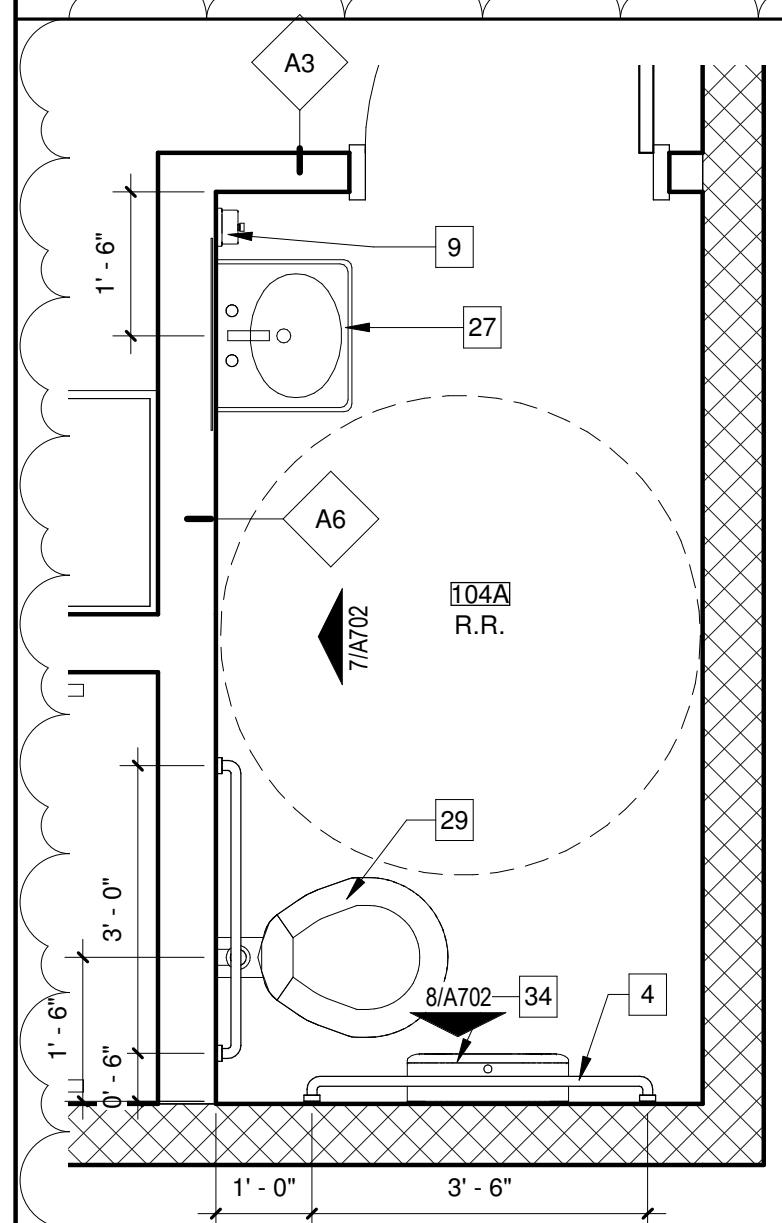


TEAM MEETING RESTROOMS- 107A, 108A, 109A, 110A

BUILDING C

1/2" = 1'-0"

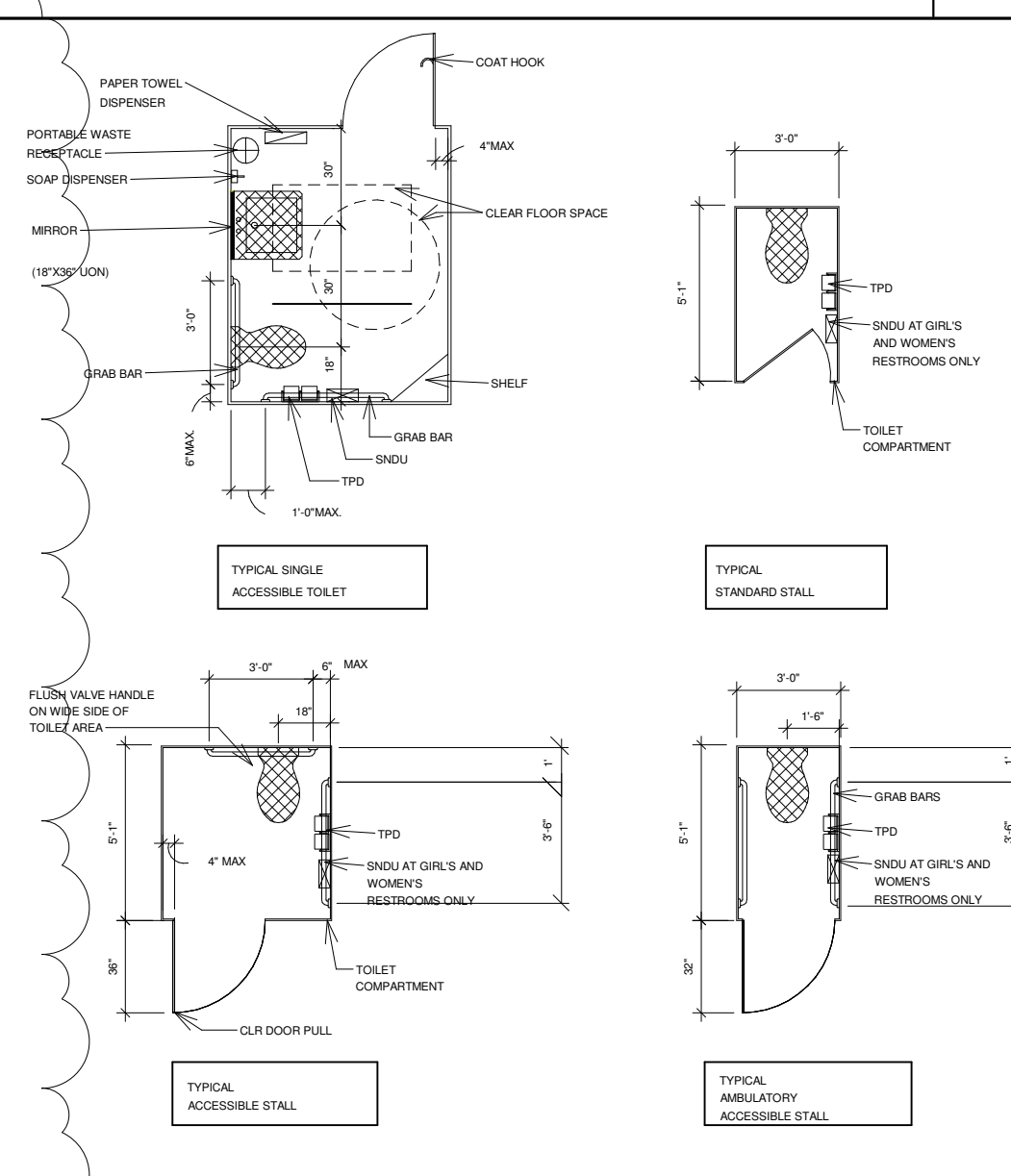
5



RESTROOM-104A

1/2" = 1'-0"

6



ACC. WATER CLOSET NOTES

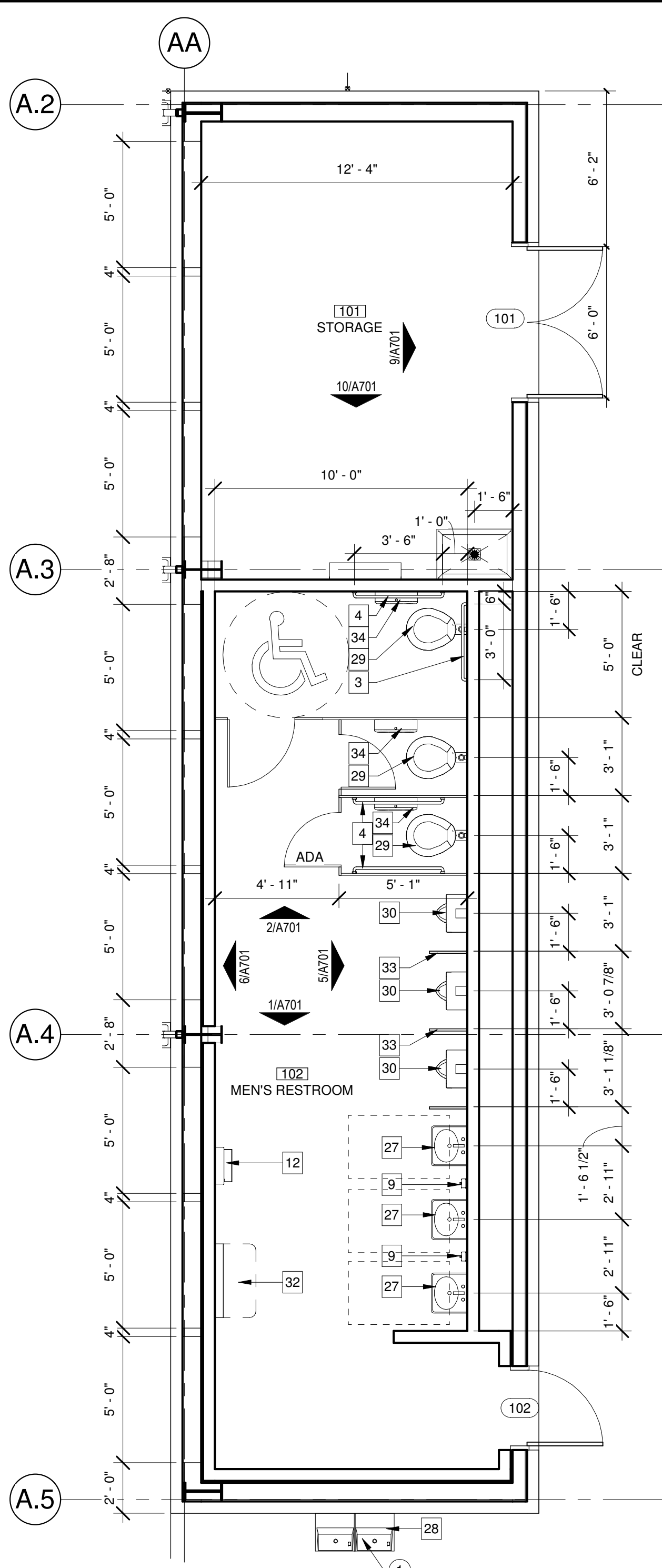
N.T.S.

3/16" = 1'-0"

ENLARGED MEN'S RESTROOM- 102

1/4" = 1'-0"

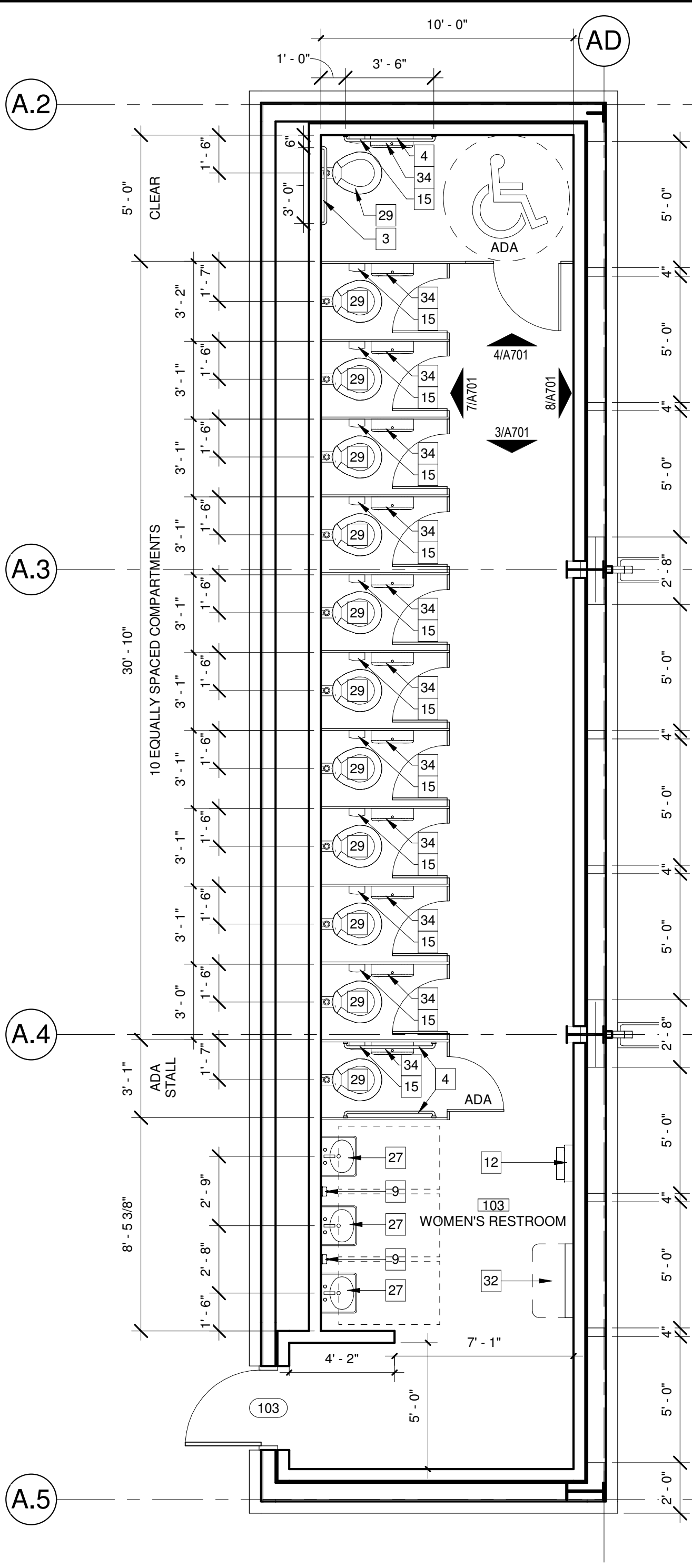
3



ENLARGED WOMEN'S RESTROOM- 103

1/4" = 1'-0"

2



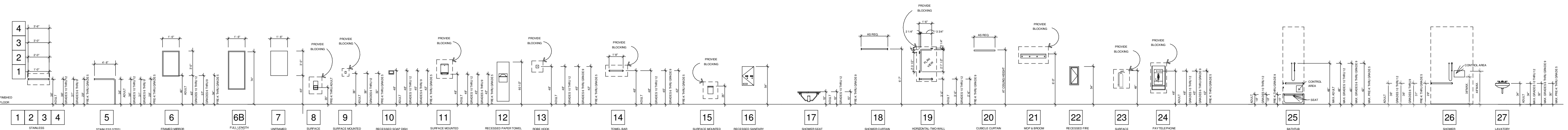
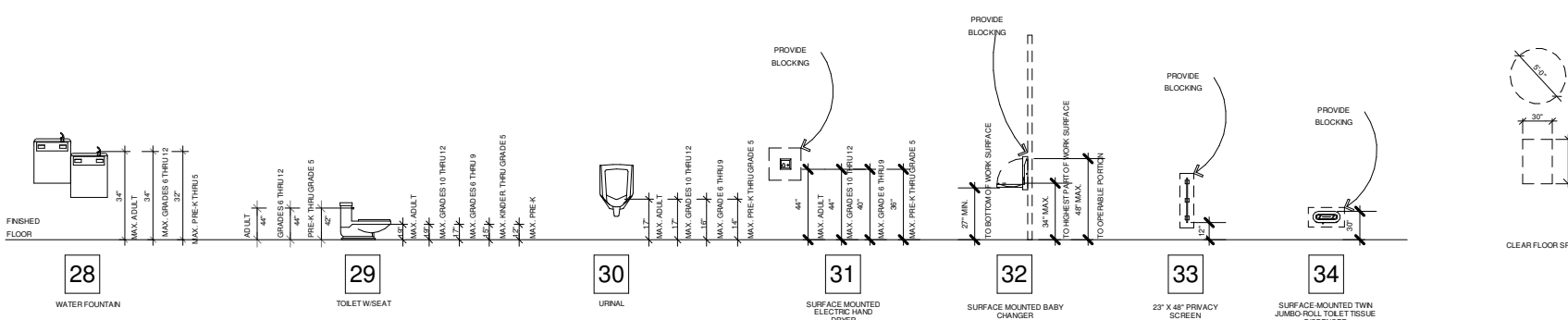
1 (EDF) ELECT. DRINKING FOUNTAINS ADA COMPLIANT - RE: MEP

KEY NOTES

- REFER TO MOUNTING HEIGHTS ON A601
- KEY NOTES

LEGEND

1. ALL WORK TO BE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.
2. FIELD VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES IN PLAN TO THE ARCHITECT / ENGINEER BEFORE ANY WORK COMMENCES.
3. WHERE APPLICABLE CONTRACTOR SHOULD PROTECT ANY CONSTRUCTION OR FINISHES EXISTING TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY CONSTRUCTION THAT IS EXISTING TO REMAIN.
4. DO NOT SCALE DWGS FOR DIMENSIONS OF PARTITIONS OR OTHER OBJECTS. WRITTEN DIMENSIONS GOVERN. IF THERE IS A CONFLICT NOTIFY ARCHITECT.
5. ALL DIMENSIONS LOCATING PARTITIONS ARE TAKEN FROM THE FACE OF FINISH U.O.N.
6. GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING AND VERIFYING ANY AND ALL EXISTING DIMENSIONS AND / OR EXISTING FIELD CONDITIONS PRIOR TO START OF WORK. REPORT ANY AND ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT PRIOR TO INSTALLATION OF NEW WORK.



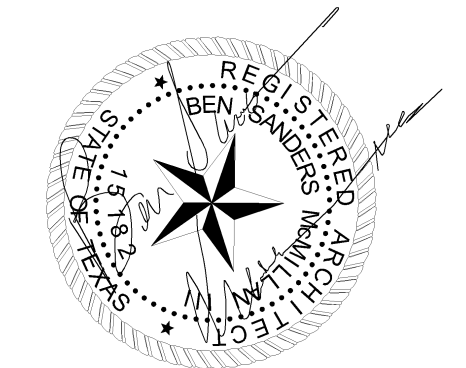
MOUNTING HEIGHT
N.T.S.

1

GENERAL NOTES

ENLARGED RESTROOM PLAN

A601



04/22/2019

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FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019

Drawn: JB, CM

Checked: BM

Scale: As Indicated

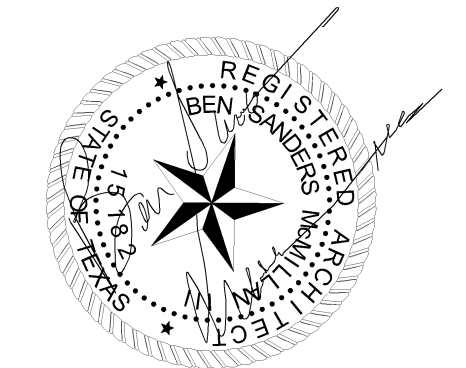
ACAD File:

Revisions:

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RESTROOM INTERIOR ELEVATIONS BUILDING "C&B" A702

NOT IN USE	<p>Elevation 2 - a 1/4" = 1'-0" 8</p>	<p>RESTROOM (108A & 109A) - NORTH (BUILDING C) 1/4" = 1'-0" 4</p>	<ul style="list-style-type: none"> 1 5/8" PAINTED GYP. BD. WALL 2 SCHEDULED DOOR 3 SCHEDULED BASE 4 P-TRAP COVER 5 SCHEDULED MILLWORK 6 REFRIGERATOR - OWNER FURNISHED 7 FRP PANEL 8 PAINTED STRUCTURE 9 SCHEDULED LOUVERS 10 CMU WALL 11 SCHEDULED WINDOW 12 FLOOR MOUNTED MOP SINK 13 MOP SINK FAUCET 14 18" SPLASH GUARD 15 SINK 16 FIRE EXTINGUISHER 17 MOP & BROOM HOLDER WITH SHELF 18 3 COMPARTMENT SINK <p>KEY NOTES</p> <ul style="list-style-type: none"> 1 STAINLESS STEEL GRAB BAR 1'-0" 2 STAINLESS STEEL GRAB BAR 2'-0" 3 STAINLESS STEEL GRAB BAR 3'-0" 4 STAINLESS STEEL GRAB BAR 3'-6" 5 STAINLESS STEEL GRAB BAR 6 FRAMED MIRROR 6B FULL LENGTH MIRROR 7 UNFRAMED MIRROR 8 SURFACE MOUNTED DOUBLE ROLL TOILET PAPER DISPENSER 9 SURFACED MOUNTED SOAP DISPENSER 10 RECESSED SOAP DISH 11 SURFACE MOUNTED PAPER TOWEL DISPENSER 12 RECESSED PAPER TOWEL DISPENSER AND WASTE RECEPTACLE 13 ROBE HOOK 14 TOWEL BAR 15 SURFACED MOUNTED SANITARY NAPKIN DISPOSAL 16 RECESSED SANITARY NAPKIN DISPENSER 17 SHOWER SEAT WITH FOLD-UP FEATURE 18 SHOWER CURTAIN ROD WITH RINGS 19 HORIZONTAL-TWO-WALL SHOWER COMPARTMENT GRAB BAR 20 CUBICLE CURTAIN TRACK 21 MOP & BROOM HOLDER WITH SHELF 22 RECESSED FIRE EXTINGUISHER CABINET 23 SURFACE MOUNTED FIRE EXTINGUISHER 24 PAY TELEPHONE WITH WALL BOOTH 25 BATHTUB 26 SHOWER 27 LAVATORY 28 WATER FOUNTAIN 29 TOILET WISEAT 30 URINAL 31 SURFACE MOUNTED ELECTRIC HAND DRYER 32 SURFACE MOUNTED BABY CHANGER 33 PRIVACY SCREEN 34 SURFACE-MOUNTED TWIN JUMBO-ROLL TOILET TISSUE DISPENSER
NOT IN USE	<p>Elevation 1 - a 1/4" = 1'-0" 7</p>	<p>RESTROOM (107A & 110A) - WEST (BUILDING C) 1/4" = 1'-0" 3</p>	<p>LEGEND</p> <ol style="list-style-type: none"> 1. CONTRACTOR SHALL VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS IN THE FIELD PRIOR TO BIDDING. CONTRACTOR 2. SHALL NOT SCALE DRAWING FOR THE SOLE PURPOSE OF BIDDING. NOTIFY ARCHITECT OF ANY DISCREPANCIES IN WRITING PRIOR TO BUILDING. 3. ALL ACCESSIBLE TOILETS SHALL BE 1'-6" FROM THE CENTER OF THE WATER CLOSET TO THE FINISHED SURFACE OF THE SIDE WALL. 4. ALL SINKS AND LAVATORIES SHALL BE 1'-3" MINIMUM FROM THEIR CENTER LINE TO THE FINISHED SURFACE OF THE SIDE WALL. 5. ALL FLOOR MATERIAL CHANGES SHALL OCCUR AT CENTER LINE OF DOOR UNLESS NOTED OTHERWISE. 6. ADA CLEARANCES GIVEN ARE FROM THE FINISH FLOOR OR FINISH WALL SURFACE. 7. RE: A601 FOR ACCESSIBILITY GUIDELINES AND MOUNTING HEIGHTS. 8. ALL DIMENSIONS ARE TO FACE OF WALL UNLESS NOTED OTHERWISE. 9. PROVIDE ALUMINUM THRESHOLDS SET IN FULL BED OF SEALANT AT ALL EXTERIOR DOORS. RE: DETAILS 10. ALL SPACES WITH FLOOR DRAINS SHALL HAVE FINISHED FLOOR SLOPE TO DRAIN. VERIFY WITH ARCHITECT IN FIELD. 11. ALL EQUIPMENT HOUSEKEEPING PADS SHALL BE COORDINATED WITH MECHANICAL CONTRACTOR FOR SIZES, THICKNESS, AND LOCATIONS. 12. PROVIDE BLOCKING IN WALL PARTITIONS FOR ACCESSORIES AS REQUIRED. 13. ALL TOILET PARTITIONS SHALL BE FLOOR MOUNTED, OVERHEAD BRACED. RE: SPECS
NOT IN USE	<p>RESTROOM (108A & 109A) - SOUTH (BUILDING C) 1/4" = 1'-0" 6</p>	<p>RESTROOM (107A & 110A) - SOUTH (BUILDING C) 1/4" = 1'-0" 2</p>	<p>GENERAL NOTES</p>
NOT IN USE	<p>RESTROOM (108A & 109A) - EAST (BUILDING C) 1/4" = 1'-0" 5</p>	<p>RESTROOM (107A & 110A) - NORTH (BUILDING C) 1/4" = 1'-0" 1</p>	



04/22/2019

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FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/22/2019

Drawn: JB, CM

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Scale: As Indicated

ACAD File:

Revisions:

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95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
COH Comments	01/28/2020

INTERIOR ELEVATIONS BUILDINGS "B"

A703

	<p style="text-align: center;">NOT IN USE</p>		<ol style="list-style-type: none"> 1 5/8" PAINTED GYP. BD. WALL 2 SCHEDULED DOOR 3 SCHEDULED BASE 4 P-TRAP COVER 5 SCHEDULED MILLWORK 6 REFRIGERATOR - OWNER FURNISHED 7 FRP PANEL 8 PAINTED STRUCTURE 9 SCHEDULED LOUVERS 10 CMU WALL - Smooth surface 11 SCHEDULED WINDOW 12 FLOOR MOUNTED MOP SINK 13 MOP SINK FAUCET 14 18" SPLASH GUARD 15 SINK 16 FIRE EXTINGUISHER 17 MOP & BROOM HOLDER WITH SHELF 18 3 COMPARTMENT SINK 19 PRF WALL PANELS- 6' HIGH (WHITE COLOR)
<p style="text-align: center;">PRESS BOX 201, NORTH (b) (BUILDING B) 1/4" = 1'-0" 12</p>	<p style="text-align: center;">NOT IN USE</p>	<p style="text-align: center;">COMMUNITY ROOM 104, WEST (BUILDING B) 1/4" = 1'-0" 4</p>	<p style="text-align: center;">KEY NOTES</p>
			<ol style="list-style-type: none"> 1 STAINLESS STEEL GRAB BAR 1' - 0" 2 STAINLESS STEEL GRAB BAR 2' - 0" 3 STAINLESS STEEL GRAB BAR 3' - 0" 4 STAINLESS STEEL GRAB BAR 3' - 6" 5 STAINLESS STEEL GRAB BAR 6 FRAMED MIRROR 6B FULL LENGTH MIRROR 7 UNFRAMED MIRROR 8 SURFACE MOUNTED DOUBLE ROLL TOILET PAPER DISPENSER 9 SURFACE MOUNTED SOAP DISPENSER 10 RECESSED SOAP DISH 11 SURFACE MOUNTED PAPER TOWEL DISPENSER 12 RECESSED PAPER TOWEL DISPENSER AND WASTE RECEPTACLE 13 ROBE HOOK 14 TOWEL BAR 15 SURFACE MOUNTED SANITARY NAPKIN DISPOSAL 16 RECESSED SANITARY NAPKIN DISPENSER 17 SHOWER SEAT WITH FOLD-UP FEATURE 18 SHOWER CURTAIN ROD WITH RINGS 19 HORIZONTAL-TWO-WALL SHOWER COMPARTMENT GRAB BAR 20 CUBICLE CURTAIN TRACK 21 MOP & BROOM HOLDER WITH SHELF 22 RECESSED FIRE EXTINGUISHER CABINET 23 SURFACE MOUNTED FIRE EXTINGUISHER 24 PAY TELEPHONE WITH WALL BOOTH 25 BATHTUB 26 SHOWER 27 LAVATORY 28 WATER FOUNTAIN 29 TOILET WISEAT 30 URINAL 31 SURFACE MOUNTED ELECTRIC HAND DRYER 32 SURFACE MOUNTED BABY CHANGER 33 PRIVACY SCREEN 34 SURFACE-MOUNTED TWIN JUMBO-ROLL TOILET TISSUE DISPENSER
<p style="text-align: center;">PRESS BOX SOUTH (b) (BUILDING B) 1/4" = 1'-0" 11</p>	<p style="text-align: center;">PRESS BOX 201, WEST (b) (BUILDING B) 1/4" = 1'-0" 7</p>	<p style="text-align: center;">COMMUNITY RM 104, EAST (BUILDING B) 1/4" = 1'-0" 3</p>	<p style="text-align: center;">LEGEND</p>
			<ol style="list-style-type: none"> 1 PROVIDE KICKERS AT 48" O.C. 2 CONTRACTOR TO PROVIDE CONTROL JOINTS ON STRIKE AND HINGE SIDE OF DOOR AT ALL GYP. BD. PARTITION WALLS. 3 GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING AND VERIFYING ANY AND ALL EXISTING DIMENSIONS AND / OR EXISTING FIELD CONDITIONS PRIOR TO START OF WORK. REPORT ANY AND ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT PRIOR TO INSTALLATION OF NEW WORK. 4 WATER RESISTANT GYP. 5 VERIFY PAINT COLORS WITH ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
<p style="text-align: center;">PRESS BOX 201, SOUTH (a) (BUILDING B) 1/4" = 1'-0" 10</p>	<p style="text-align: center;">PRESS BOX 201, EAST (b) (BUILDING B) 1/4" = 1'-0" 6</p>	<p style="text-align: center;">COMMUNITY RM 104, SOUTH (BUILDING B) 1/4" = 1'-0" 2</p>	<p style="text-align: center;">LEGEND</p>
			<p style="text-align: center;">LEGEND</p>
<p style="text-align: center;">PRESS BOX 201, NORTH (a) (BUILDING B) 1/4" = 1'-0" 9</p>	<p style="text-align: center;">PRESS BOX 201, EAST (a) & WEST (a) (BUILDING B) 1/4" = 1'-0" 5</p>	<p style="text-align: center;">COMMUNITY RM 104, NORTH (BUILDING B) 1/4" = 1'-0" 1</p>	<p style="text-align: center;">GENERAL NOTES</p>

CONSULTANTS:

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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019

Drawn: MEC

Checked: CTM

Scale: As Indicated

ACAD File:

Revisions:

DESCRIPTION	DATE
50% CD	02/22/2019
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ISSUED FOR PERMIT	04/22/2019
PERMIT REVISION	01/28/2020

KEY NOTES:

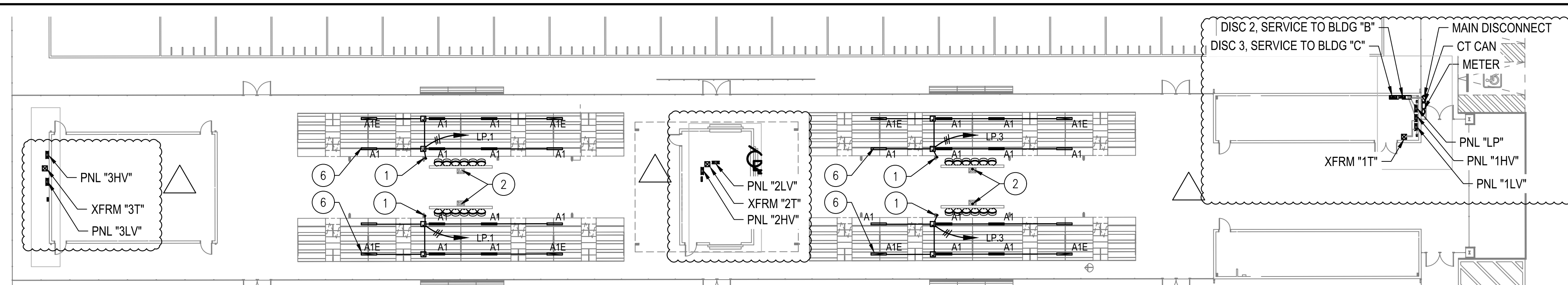
- ROUTE CONDUIT / CIRCUIT UP STRUCTURE TO BELOW ROOF DECK.
- ROUTE UP POLE STRUCTURE TO FIXTURES.
- ELECTRICAL JUNCTION BOX AT SCOREBOARD. PROVIDE WP GFCI RECEPTACLE.
- ELECTRICAL JUNCTION BOX AT DELAY-OF-GAME CLOCK.
- COMMUNICATION JUNCTION BOX AT LIGHTED BOARD.
- ALL SEATING AREA CANOPY LIGHT FIXTURE TO BE PROVIDED WITH VANDAL RESISTANT WIRE GUARD.

GENERAL NOTES:

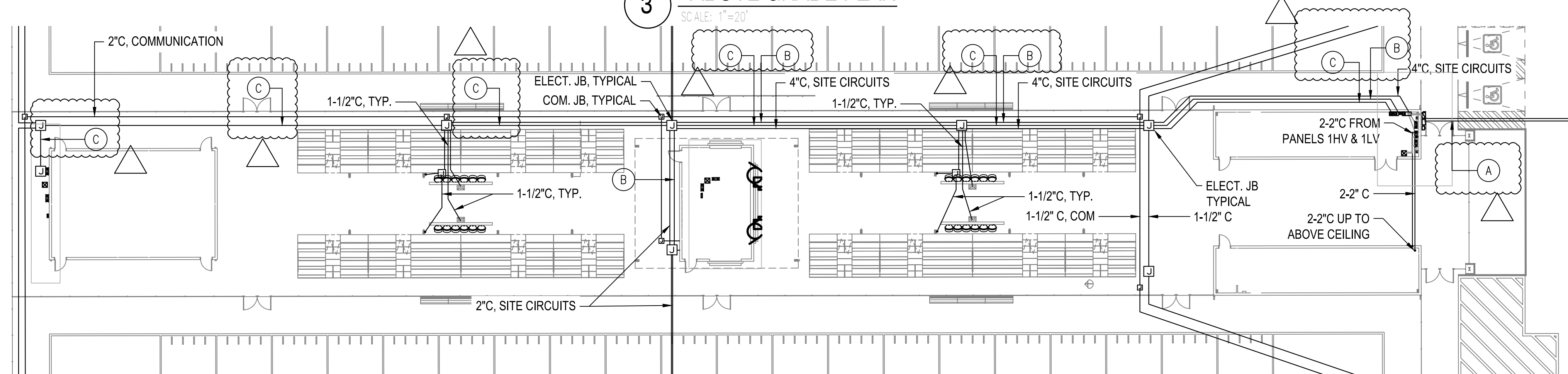
- FOR SYMBOLS, ABBREVIATIONS, AND ELECTRICAL GENERAL NOTES, SEE SHEET E001.

SERVICE FEEDER TABLE

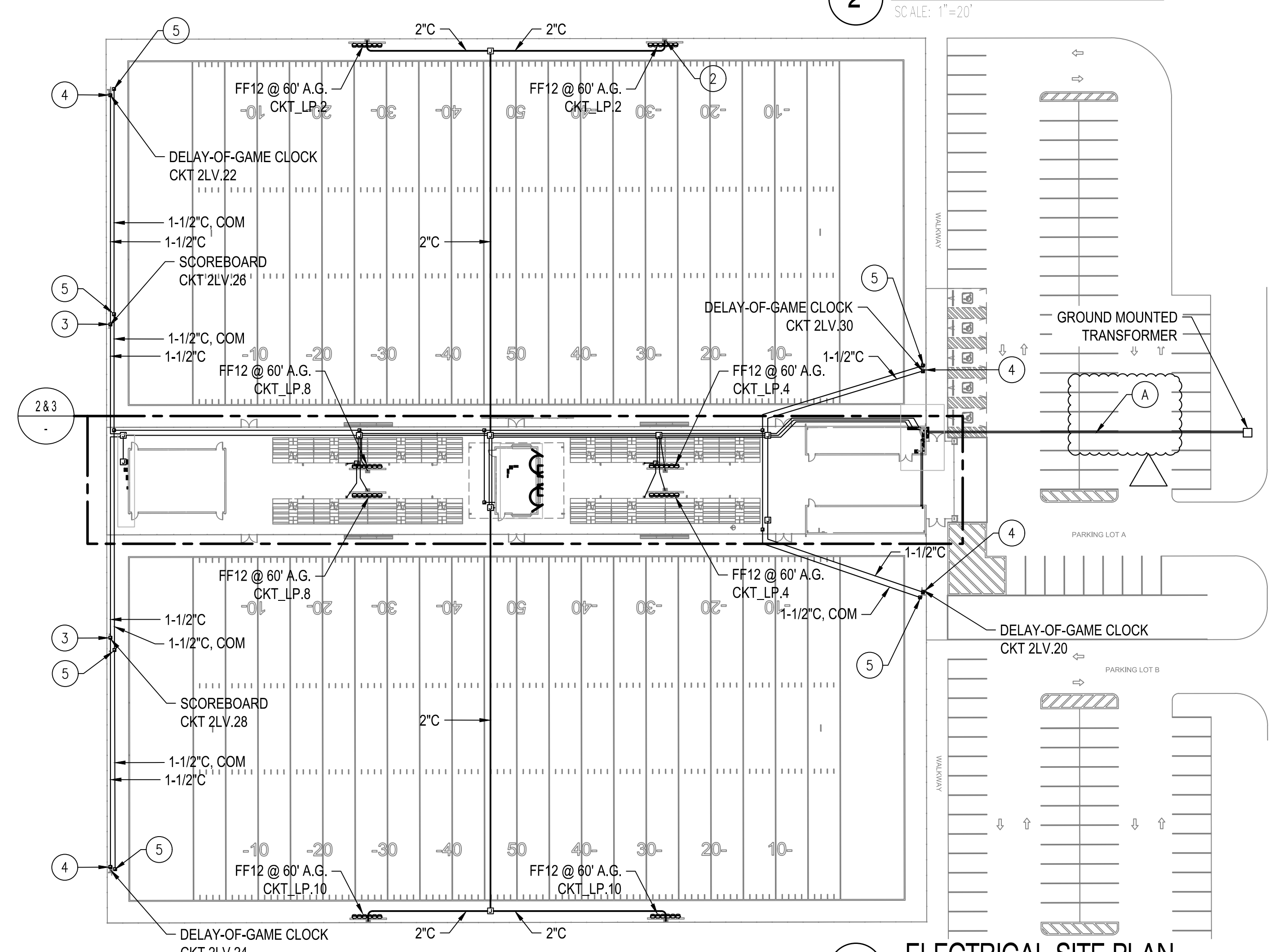
- MAIN SERVICE FEEDER TO BUILDING "A": (1)2"C, 4#30 THIN CU & (1)2"C FOR REDUNDANCY.
- FROM BUILDING "A" DISC 2, TO BUILDING "B": (1)2"C, 4#4 THIN CU, 1#8 CU GRND.
- FROM BUILDING "A" DISC 3, TO BUILDING "C": (1)2"C, 4#4 THIN CU, 1#8 CU GRND.



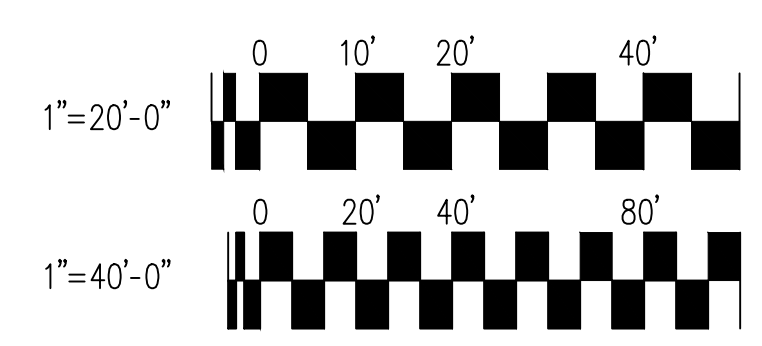
3 ABOVE GRADE PLAN
SCALE: 1"=20'



2 UNDERGROUND PLAN
SCALE: 1"=20'



1 ELECTRICAL SITE PLAN
SCALE: 1"=40'



01/28/2020
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Project No: 6001-01

03/22/2019

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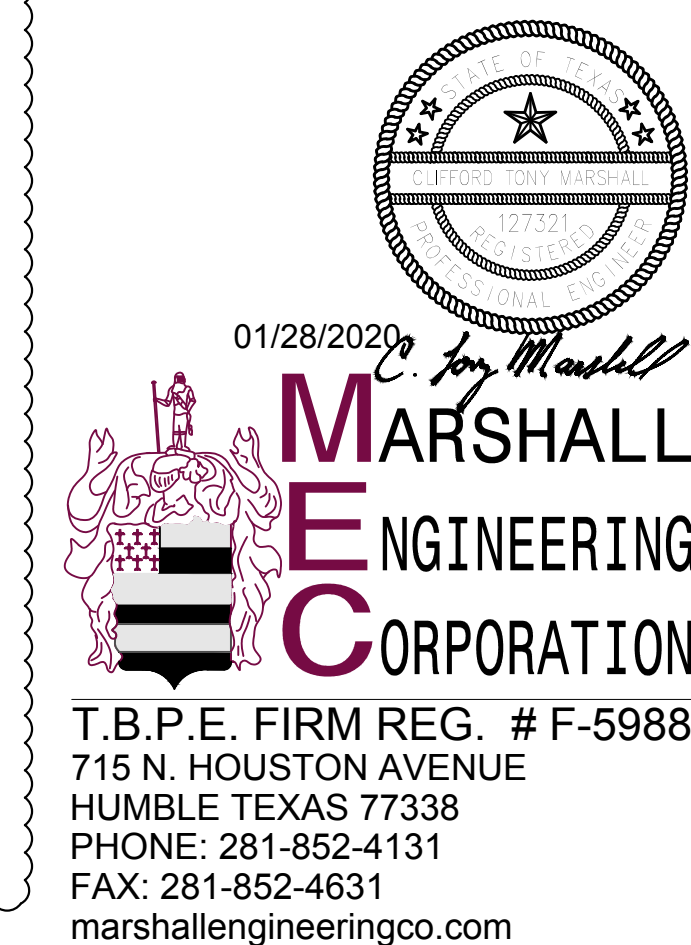
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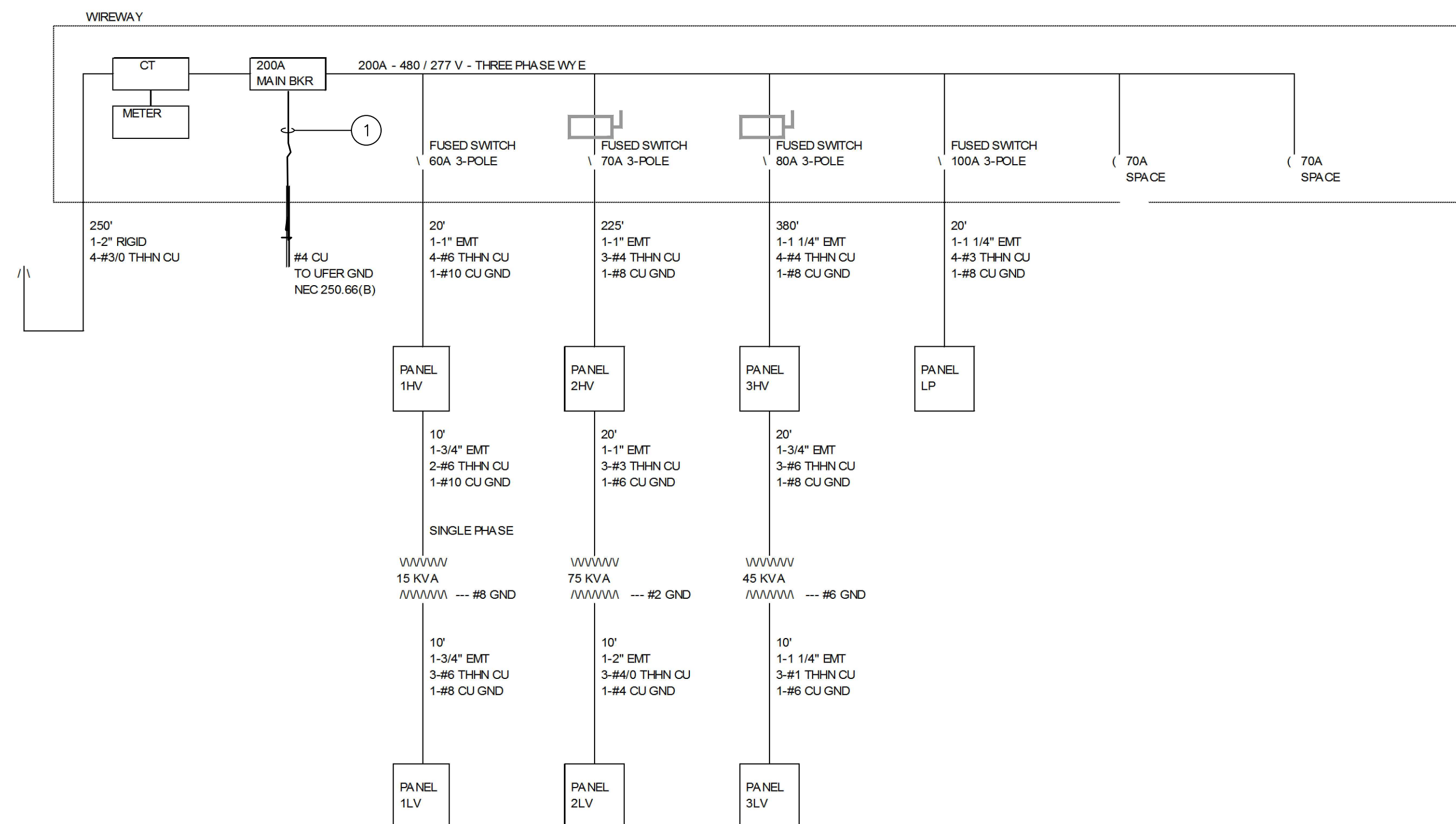
LOAD ANALYSIS

	L1	L2	L3	NEUTRAL
CALCULATED LOAD (NEC 215.5)	36,858 VA	35,729 VA	18,734 VA	36,858 VA
GENERAL LOAD	4,005 VA	4,140 VA	3,480 VA	4,005 VA
RECEPTACLE LOAD (NEC TABLE 220.44)	4,351 VA	3,106 VA	2,543 VA	4,351 VA
REMAINDER @ 50%	339 VA	242 VA	198 VA	339 VA
CONTINUOUS LOAD (NEC 215.2)	15,464 VA	12,288 VA	3,812 VA	15,464 VA
PLUS 25% (L1, L2, L3)	3,866 VA	3,072 VA	953 VA	0 VA
PLUS 0% (NEUTRAL) NEC 215.2(A) EX NO 2				0 VA
MOTOR LOAD (NEC 430.24)	12,359 VA	15,711 VA	8,502 VA	12,359 VA
PLUS 25% OF LARGEST MOTOR	1,500 VA	1,500 VA	910 VA	1,500 VA
KITCHEN LOADS (NEC 220.56)				0 VA
L1 (0 X 1) =	0 VA			0 VA
L2 (0 X 1) =		0 VA		0 VA
L3 (0 X 1) =			0 VA	0 VA
TOTAL BALANCED LOAD (3-PHASE)	20,398 VA	20,398 VA	20,398 VA	
TOTAL BALANCED LOAD (1-PHASE)	19,661 VA	19,661 VA	0 VA	
TOTAL UNBALANCED LOAD (1-PHASE)	1,825 VA	0 VA	0 VA	38,018 VA
LINE AMPS BALANCED (3-PHASE)	73.6 A	73.6 A	73.6 A	
LINE AMPS BALANCED (1-PHASE)	81.9 A	81.9 A	0.0 A	
LINE AMPS UNBALANCED (1-PHASE)	6.6 A	0.0 A	0.0 A	
TOTALS	162.1 A	165.5 A	73.6 A	137.2 A
ADJUSTMENT FACTOR	0.0 A	0.0 A	0.0 A	0.0 A
TOTAL DESIGN LOAD	162.1 A	165.5 A	73.6 A	137.2 A

HARMONIC CURRENT CALCULATION (NEC 310.15 (B) 4 (C) & NEC TABLE 310.15 B (2) A)
(Harmonic Load 0 VA = Connected Load 91,321 VA) X 100 = 0 %
Harmonic Load Does Not Exceed 50%

A - Amps
VA - Volt Amps

ONE-LINE DIAGRAM



KEY NOTES
1. #4 CU GROUNDING CONDUCTOR.

CONDUIT & WIRE SIZE SCHEDULE (UNLESS OTHERWISE NOTED)

CIRCUIT BREAKER TRIP SIZE	1 OR 2 POLE			3 POLE		
	WIRE	GRND	CONDUIT	WIRE	GRND	CONDUIT
15A	2#12	1#12	1/2"	4 #12	1#12	3/4"
20A	2#12	1#12	1/2"	4 #12	1#12	3/4"
25-35A	2#10	1#10	3/4"	4 #10	1#10	3/4"
40-50A	2#8	1#10	3/4"	4 #8	1#10	1"
55A-65A	2#6	1#8	1"	4 #6	1#8	1"
70A-85A	2#4	1#8	1-1/4"	4 #4	1#8	1-1/4"
90A-100A	2#2	1#8	1-1/4"	4 #2	1#8	1-1/4"
105A-130A	2#1	1#6	1-1/2"	4 #1	1#6	1-1/2"

- ALL SIZES PER COPPER CABLE THHN.
- DELETE THE NEUTRAL WIRE FOR THREE POLE EQUIPMENT THAT DO NOT REQUIRE NEUTRAL.
- PROVIDE GROUND CONDUCTOR FOR ALL CIRCUITS.
- INCREASE WIRE SIZE AS NECESSARY TO MAINTAIN VOLTAGE DROP TO LESS THAN 5%

AFC EQUIPMENT LABELING

FOR ALL NEW SERVICE EQUIPMENT AND PANELS A PERMANENTLY AFFIXED LABEL SHALL BE APPLIED WITH THE AVAILABLE FAULT CURRENT AT THE TIME OF THE CALCULATION. THE LABEL SHALL BE 2" X 3" IN SIZE AND SHALL BE BLUE LETTERING ON A CONTRASTING BACKGROUND. THIS LABEL SHALL ALSO INCLUDE THE DATE OF CALCULATION PER 2017 COH ELECTRICAL CODE 504.1.1.

LABEL EXAMPLE
WARNING
MAXIMUM AVAILABLE FAULT CURRENT: (PER TABLE)
DATE: 01/27/20

AFC EQUIPMENT LABEL TABLE

EQ. ID	AFC
MAIN. DISC.	10,444 SCA
PANEL 1HV1	8,860 SCA
PANEL 2HV1	4,587 SCA
PANEL 3HV1	3,309 SCA
XFRM 1T,2T,3T	17,349 SCA
PANEL 1LV1	4,811 SCA
PANEL 2LV1	9,316 SCA
PANEL 3LV1	7,403 SCA

AFC CALCULATION

Calculation of Fault Current
Fault SCA Source = TA Primary Infinite
SCA Available = Infinite
Length Units = Feet
Motor Load = None
Motor SCA = None
Motor SCA Treatment = Motor SCA Not Included
System Voltage = 208
System Phase = 3 Phase

Transformers						
Name	PH	Size	Pri.V	Sec.V	%Z	SCA,3PH
TA XFRM	3-PH	100	208	208	1.6	17,349

Main-Feeders						
Name	Cond	Cable	Size	Qty	Feet	SCA,3PH
S/F A	RGS	3/c,CU	3/0	4	250	10,444

Main-Feeders						
Name	Cond	Cable	Size	Qty	Feet	SCA,3PH
F1 1HV	EMT	3/c,CU	6	4	20	8,860
F2 2HV	EMT	3/c,CU	4	4	225	4,587
F3 3HV	EMT	3/c,CU	4	4	380	3,309
F4 LP	EMT	3/c,CU	3	4	20	9,581

Transformers						
Name	PH	Size	Pri.V	Sec.V	%Z	SCA,3PH
TA XFRM	3-PH	100	208	208	1.6	17,349
T1 1T	3-PH	25	208	120	2	4,811

Main-Feeders						
Name	Cond	Cable	Size	Qty	Feet	SCA,3PH
S/F 1LV	RGS	3/c,CU	4	3	10	15,412
T1F	None	3/c,CU	4	3	10	13,867

Main-Feeders						
Name	Cond	Cable	Size	Qty	Feet	SCA,3PH
F1 2HV	EMT	3/c,CU	6	4	20	8,860
T1 2T	3-PH	50	208	120	1.7	9,316
S/F 2LV	RGS	3/c,CU	1/0	3	10	16,488
T1F	None	3/c,CU	1/0	3	10	15,728

Main-Feeders						
Name	Cond	Cable	Size	Qty	Feet	SCA,3PH
TA XFRM	3-PH	100	208	208	1.6	17,349
T1 3T	3-PH	37.5	208	120	1.6	7,403

Main-Feeders						
Name	Cond	Cable	Size	Qty	Feet	SCA,3PH
S/F 3LV	RGS	3/c,CU	6	3	10	14,481
T1F	None	3/c,CU	6	3	10	12,429

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PH: 832-448-2462
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Project No: 6001-01

03/22/2019

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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019

Drawn: MEC

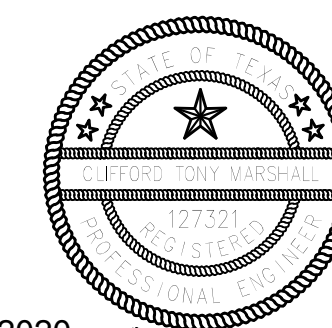
Checked: CTM

Scale: As Indicated

ACAD File:

Revisions:

DESCRIPTION	DATE
50% CD	02/22/2019
95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
PERMIT REVISION	01/28/2020



01/28/2020
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ELECTRICAL PANEL SCHEDULES

E003

PANEL 3HV											
PANEL						FEEDER					
3HV			WIREWAY			NUMBER OF CONDUITS			1		
# CIRCUITS	12					FEEDER CONDUIT	1 1/4"				
HV VOLTAGE	480					WIRE SIZE L1	#4				
LOW VOLTAGE	277					WIRE SIZE L2	#4				
PHASE	3Y					WIRE SIZE L3	#4				
DESIGN LOAD AMPS	71					WIRE SIZE NEUTRAL	#6				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#8				
GROUND BUS	YES					SURFACE MOUNTED, NEMA 3R PANEL BRACING RATED					
AVAILABLE FAULT CURRENT AT THIS PANEL	2,217					30 KAIC CIRCUIT BREAKERS RATED					
MAIN BREAKER SIZE AMPS	80										

PANEL 2HV											
PANEL						FEEDER					
2HV			WIREWAY			NUMBER OF CONDUITS			1		
# CIRCUITS	12					FEEDER CONDUIT	1"				
HV VOLTAGE	480					WIRE SIZE L1	#4				
LOW VOLTAGE	277					WIRE SIZE L2	#4				
PHASE	3Y					WIRE SIZE L3	#4				
DESIGN LOAD AMPS	70					WIRE SIZE NEUTRAL	#6				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#8				
GROUND BUS	YES					SURFACE MOUNTED, NEMA 1 PANEL BRACING RATED					
AVAILABLE FAULT CURRENT AT THIS PANEL	3,279					30 KAIC CIRCUIT BREAKERS RATED					
MAIN BREAKER SIZE AMPS	70										

PANEL 1HV											
PANEL						FEEDER					
1HV			WIREWAY			NUMBER OF CONDUITS			1		
# CIRCUITS	12					FEEDER CONDUIT	1"				
HV VOLTAGE	480					WIRE SIZE L1	#6				
LOW VOLTAGE	277					WIRE SIZE L2	#6				
PHASE	3Y					WIRE SIZE L3	#6				
DESIGN LOAD AMPS	60					WIRE SIZE NEUTRAL	#6				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#10				
GROUND BUS	YES					SURFACE MOUNTED, NEMA 1 PANEL BRACING RATED					
AVAILABLE FAULT CURRENT AT THIS PANEL	8,188					30 KAIC CIRCUIT BREAKERS RATED					
MAIN BREAKER SIZE AMPS	60										

PANEL 3LV											
SUB PANEL						SECONDARY FEEDER FROM TRANSFORMER					
3LV			TRANSFORMER (3-PHASE)			KVA >			45		
FED FROM	TRANSFORMER (3-PHASE)					KVA >	45				
# CIRCUITS	18					CONDUIT SIZE	1 1/4"				
HV VOLTAGE	208					WIRE SIZE L1	#1				
LOW VOLTAGE	120					WIRE SIZE L2	#1				
PHASE	3Y					WIRE SIZE L3	#1				
DESIGN LOAD AMPS	125					WIRE SIZE NEUTRAL	#3				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#6				
GROUND BUS	YES					PRIMARY FEEDER TO TRANSFORMER					
AVAILABLE FAULT CURRENT AT THIS PANEL	2,575					PRIMARY VOLTAGE					
MAIN BREAKER SIZE AMPS	125					480					
						NUMBER OF CONDUITS					
						1					
						CONDUIT SIZE					
						3/4"					
						WIRE SIZE L1, L2 & L3					
						#6					
						WIRE SIZE GROUND					
						#8					
						TRANSFORMER KVA					
						45					
						TRANSFORMER GROUND WIRE					
						#6					

PANEL 2LV											
SUB PANEL						SECONDARY FEEDER FROM TRANSFORMER					
2LV			TRANSFORMER (3-PHASE)			KVA >			AUTO		
FED FROM	TRANSFORMER (3-PHASE)					KVA >	AUTO				
# CIRCUITS	42					CONDUIT SIZE	1 1/2"				
HV VOLTAGE	208					WIRE SIZE L1	#10				
LOW VOLTAGE	120					WIRE SIZE L2	#10				
PHASE	3Y					WIRE SIZE L3	#10				
DESIGN LOAD AMPS	139					WIRE SIZE NEUTRAL	#1				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#6				
GROUND BUS	YES					PRIMARY FEEDER TO TRANSFORMER					
AVAILABLE FAULT CURRENT AT THIS PANEL	3,197					PRIMARY VOLTAGE					
MAIN BREAKER SIZE AMPS	150					480					
						NUMBER OF CONDUITS					
						1					
						CONDUIT SIZE					
						3/4"					
						WIRE SIZE L1, L2 & L3					
						#6					
						WIRE SIZE GROUND					
						#8					
						TRANSFORMER KVA					
						50					
						TRANSFORMER GROUND WIRE					
						#6					

PANEL 1LV											
SUB PANEL						SECONDARY FEEDER FROM TRANSFORMER					
1LV			TRANSFORMER (1-PHASE)			KVA >			15		
FED FROM	TRANSFORMER (1-PHASE)					KVA >	15				
# CIRCUITS	12					CONDUIT SIZE	3/4"				
HV VOLTAGE	240					WIRE SIZE L1	#6				
LOW VOLTAGE	120					WIRE SIZE L2	#6				
PHASE	1					WIRE SIZE L3	#6				
DESIGN LOAD AMPS	63					WIRE SIZE NEUTRAL	#6				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#8				
GROUND BUS	YES					PRIMARY FEEDER TO TRANSFORMER					
AVAILABLE FAULT CURRENT AT THIS PANEL	1,104					PRIMARY VOLTAGE					
MAIN BREAKER SIZE AMPS	70					480					
						NUMBER OF CONDUITS					
						1					
						CONDUIT SIZE					
						3/4"					
						WIRE SIZE L1 & L2					
						#6					
						WIRE SIZE GROUND					
						#10					
						TRANSFORMER KVA					
						15					
						TRANSFORMER GROUND WIRE					
						#8					

PANEL LP											
PANEL						FEEDER					
LP			WIREWAY			NUMBER OF CONDUITS			1		
FED FROM	WIREWAY					NUMBER OF CONDUITS	1				
# CIRCUITS	18					FEEDER CONDUIT	1 1/4"				
HV VOLTAGE	480					WIRE SIZE L1	#3				
LOW VOLTAGE	277					WIRE SIZE L2	#3				
PHASE	3Y					WIRE SIZE L3	#3				
DESIGN LOAD AMPS	100					WIRE SIZE NEUTRAL	#3				
NEUTRAL BUS	YES					WIRE SIZE GROUND	#8				
GROUND BUS	YES					SURFACE MOUNTED, NEMA 1 PANEL BRACING RATED					
AVAILABLE FAULT CURRENT AT THIS PANEL	9,304					30 KAIC CIRCUIT BREAKERS RATED					
MAIN LUG ONLY											

The Drawings, Specifications and other documents prepared by the Engineer for this Project are instruments of the Engineer's service for use solely with respect to this Project, and the Engineer shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Engineer.

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**FORT BEND COUNTY
FOOTBALL FIELDS
UPGRADES**

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019

Drawn: MEC

Checked: CTM

Scale: As Indicated

ACAD File:

Revisions:

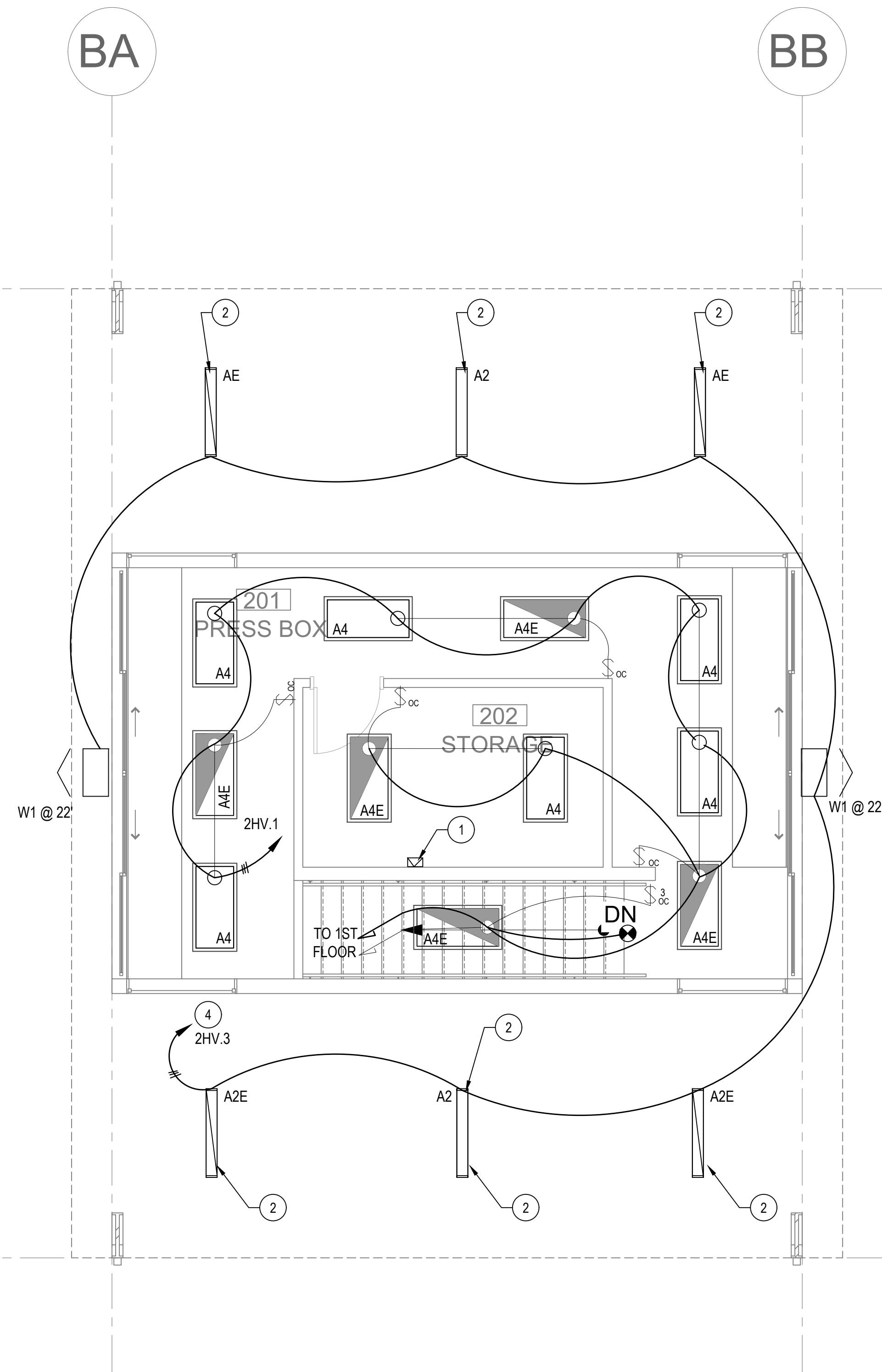
NO.	DESCRIPTION	DATE
50% CD		02/22/2019
95% CD		03/22/2019
ISSUED FOR PERMIT		04/22/2019
1	PERMIT REVISION	01/28/2020

KEY NOTES:

1. TIME CLOCK, TC-1
2. MOUNT FIXTURE TO UNDERSIDE OF ROOF DECK.
3. PROVIDE A FOOD RATED COVER FOR LIGHT FIXTURE.
4. ROUTE CIRCUIT THROUGH TC-1.

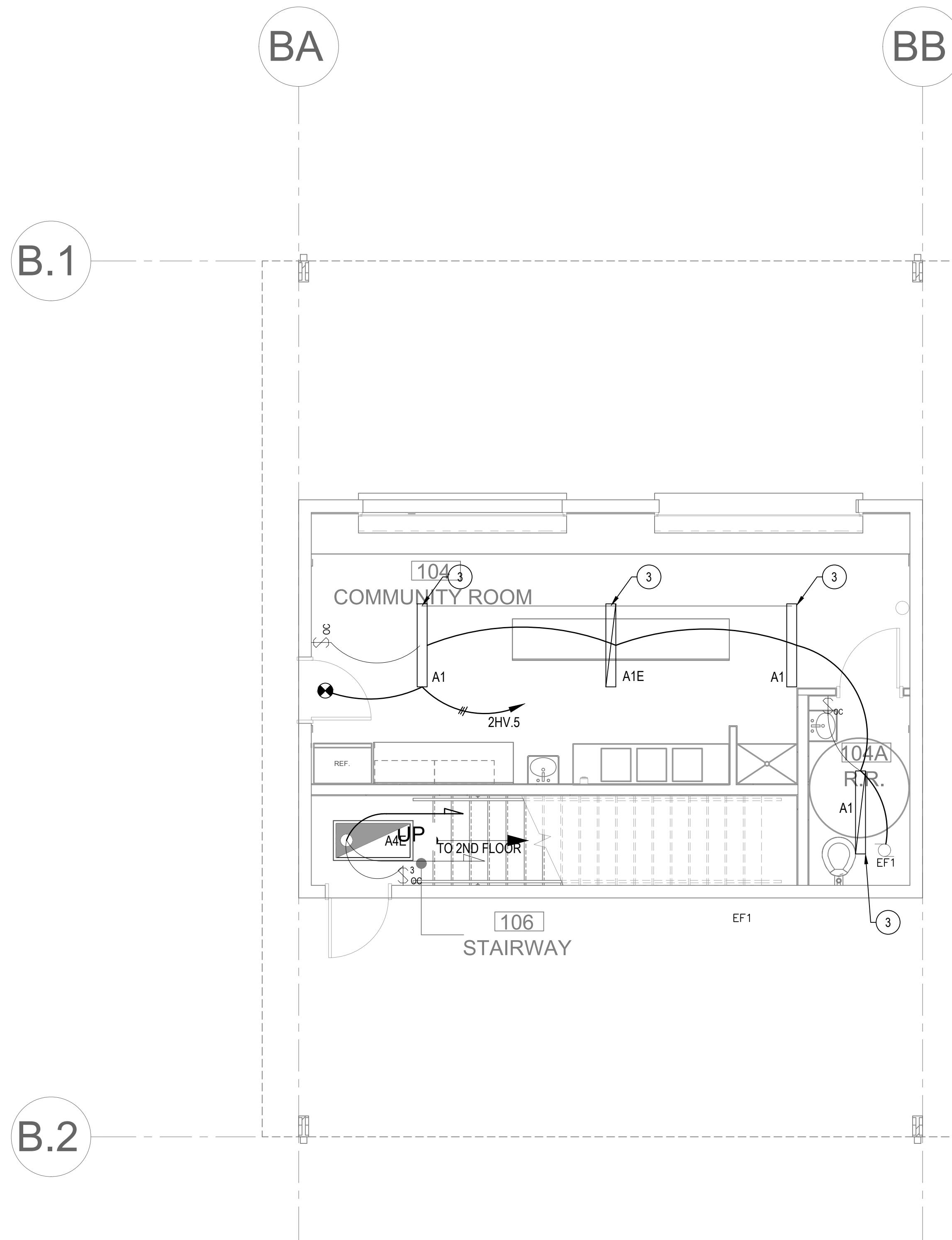
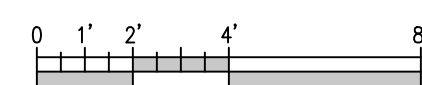
GENERAL NOTES:

1. FOR SYMBOLS, ABBREVIATIONS, AND ELECTRICAL GENERAL NOTES, SEE SHEET E001



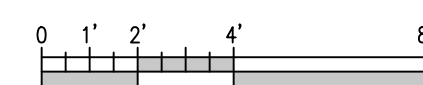
2 ELECTRICAL LIGHTING PLAN BUILDING "B" - 2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"



1 ELECTRICAL LIGHTING PLAN BUILDING "B" - 1ST FLOOR PLAN

SCALE: 1/4" = 1'-0"



01/28/2020
C. for Marshall
**MARSHALL
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**ELECTRICAL LIGHTING
PLAN BUILDING "B"**

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Project No: 6001-01

03/22/2019

CONSULTANTS:

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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019

Drawn: MEC

Checked: CTM

Scale: As Indicated

ACAD File:

Revisions:

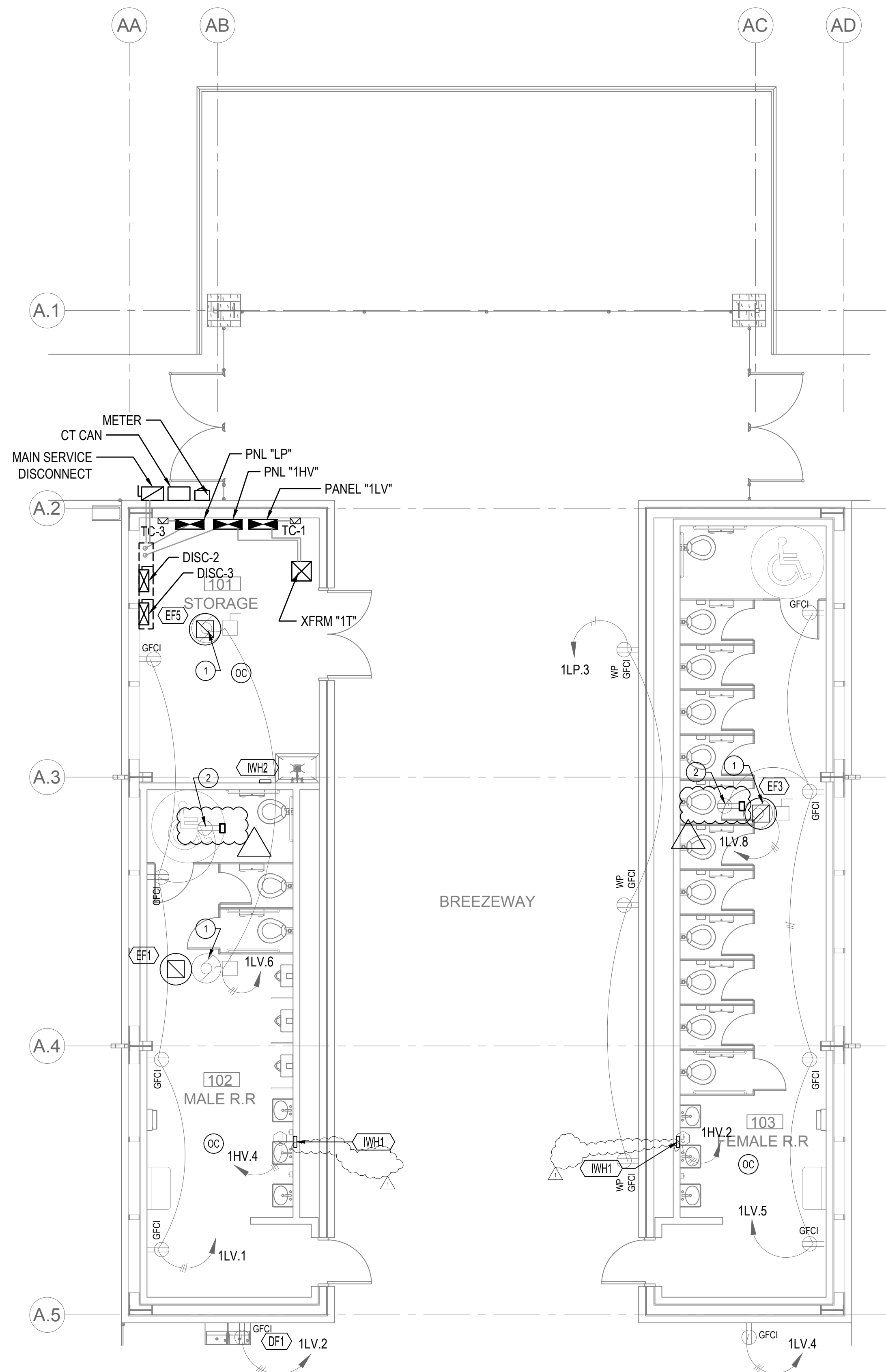
REVISION	DESCRIPTION	DATE
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95% CD		03/22/2019
ISSUED FOR PERMIT		04/22/2019
1	PERMIT REVISION	01/28/2020

KEY NOTES:

- EXHAUST FAN LOCATED ON ROOF.
- INSTALL WEATHER PROOF GFCI RECEPTACLE ON ROOF.

GENERAL NOTES:

- FOR SYMBOLS, ABBREVIATIONS, AND ELECTRICAL GENERAL NOTES, SEE SHEET E001



1 ELECTRICAL POWER PLAN BUILDING "A"
SCALE: 3/16" = 1'-0"

01/28/2020
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ELECTRICAL POWER PLAN BUILDING "A"

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Project No: 6001-01

03/22/2019

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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019

Drawn: MEC

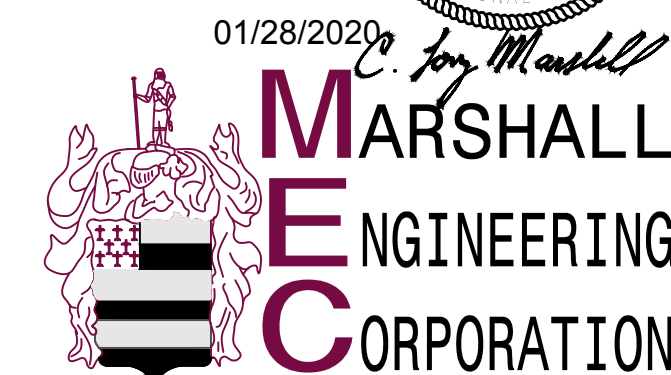
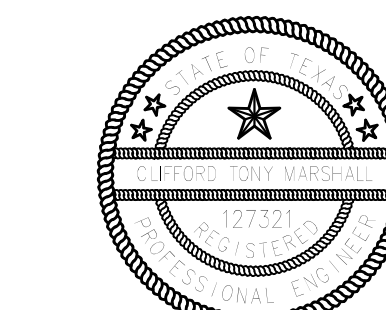
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ACAD File:

Revisions:

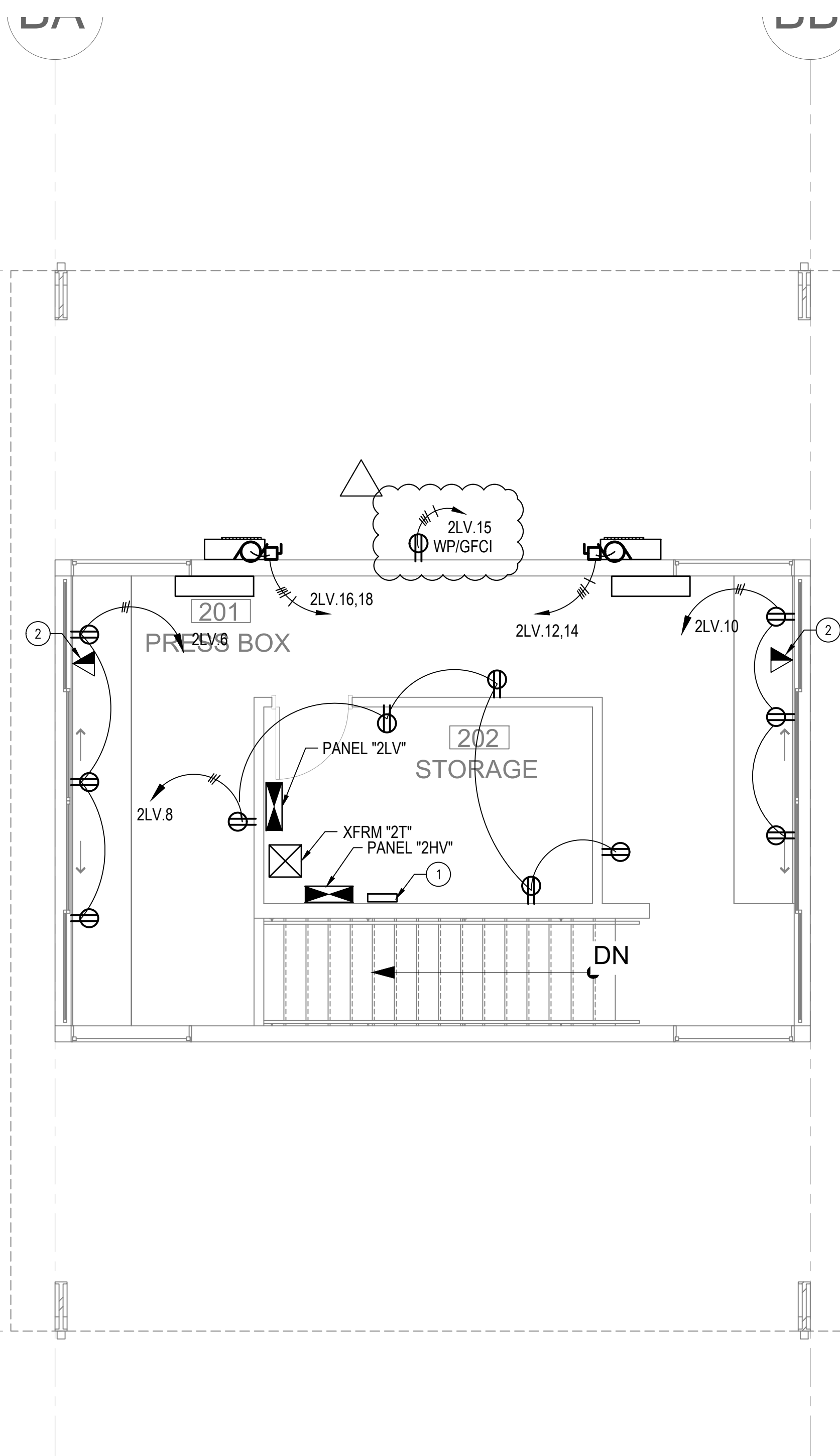
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95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
PERMIT REVISION	01/28/2020



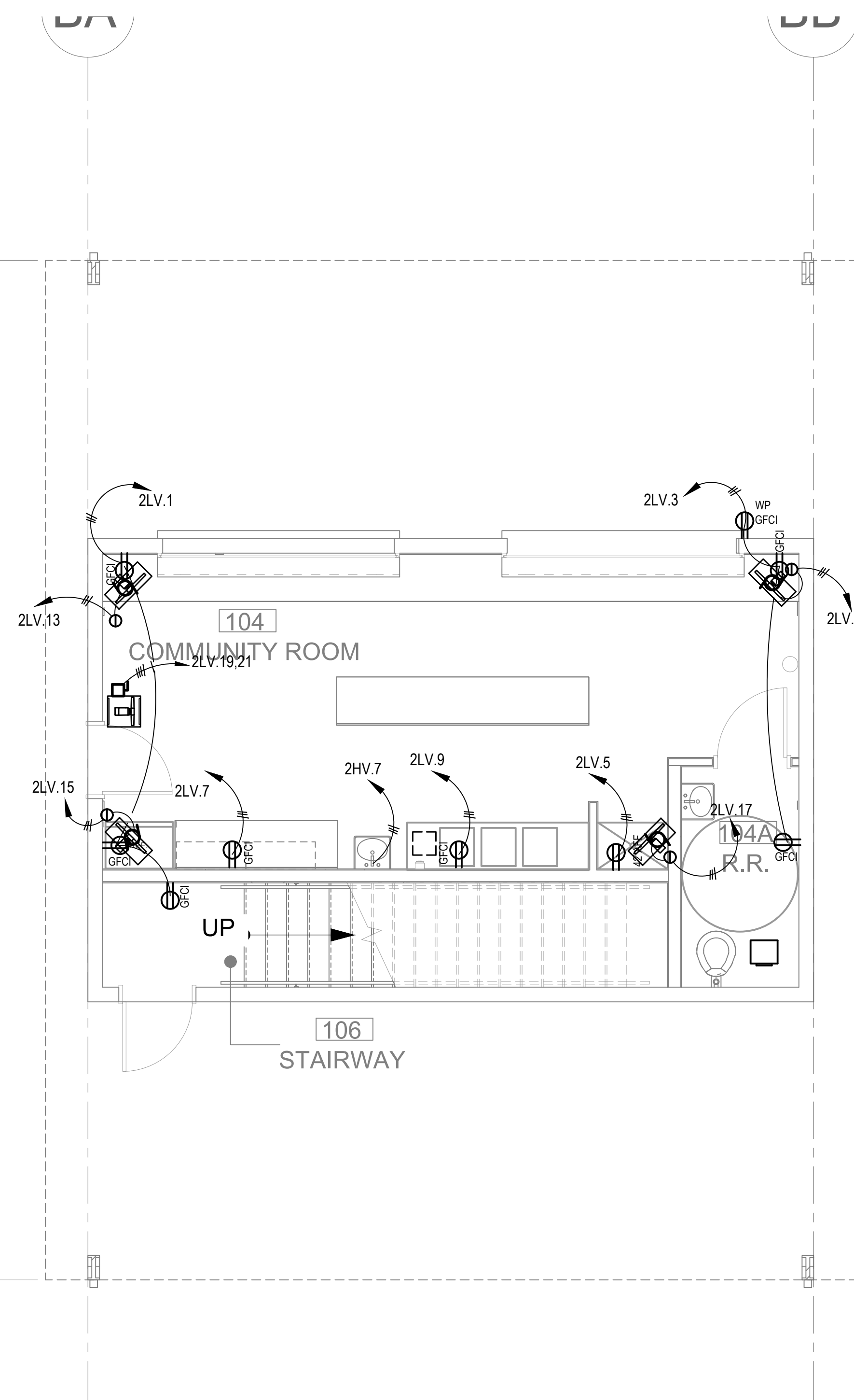
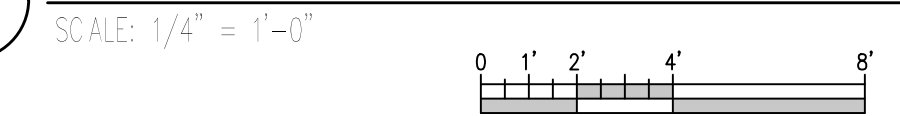
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GENERAL NOTES:

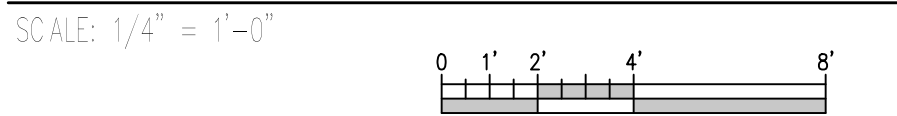
1. FOR SYMBOLS, ABBREVIATIONS, AND ELECTRICAL GENERAL NOTES, SEE SHEET E001



2 ELECTRICAL POWER PLAN BUILDING "B" - 2ND FLOOR



1 ELECTRICAL POWER PLAN BUILDING "B" - 1ST FLOOR



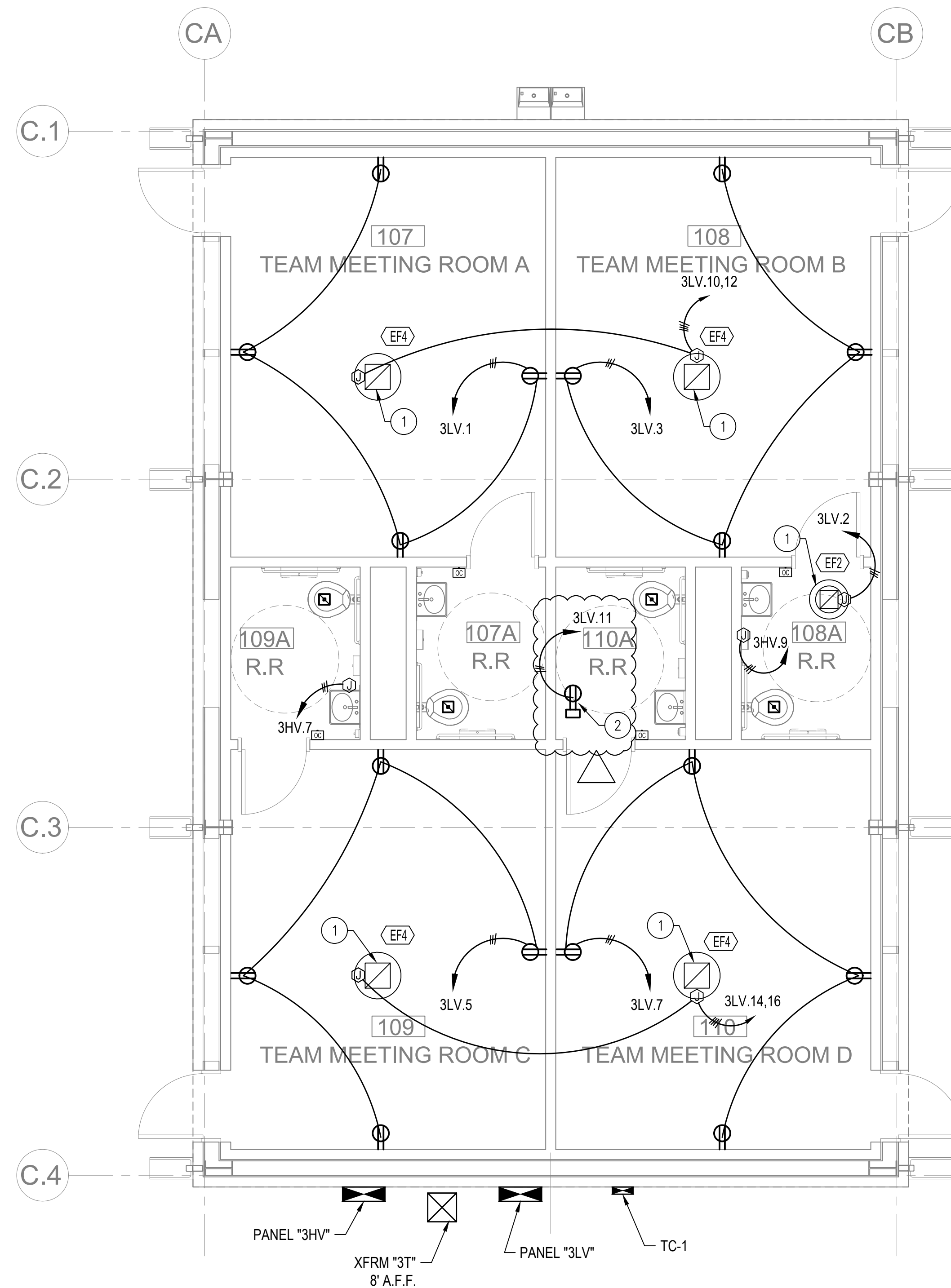
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KEY NOTES:

- MECHANICAL EQUIPMENT MOUNTED ON ROOF.
- INSTALL WEATHER PROOF GFCI RECEPTACLE ON ROOF.

GENERAL NOTES:

- FOR SYMBOLS, ABBREVIATIONS, AND ELECTRICAL GENERAL NOTES, SEE SHEET E001.
- ALL ROOF MOUNTED EXHAUST FANS WILL BE FURNISHED WITH FACTORY PROVIDED DISCONNECT SWITCHES.



1 ELECTRICAL POWER PLAN BUILDING "C"

SCALE: 1/4" = 1'-0"



03/22/2019

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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

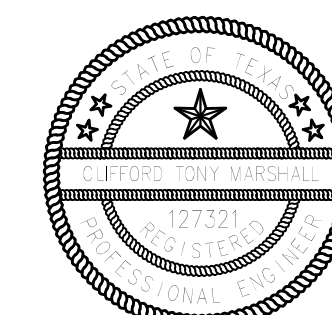
5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019
Drawn: MEC
Checked: CTM
Scale: As Indicated

ACAD File:

Revisions:

DESCRIPTION	DATE
50% CD	02/22/2019
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PERMIT REVISION	01/28/2020



01/28/2020
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ELECTRICAL POWER PLAN BUILDING "C"

PLUMBING GENERAL NOTES

- ALL WORK SHALL BE NEW UNLESS OTHERWISE NOTED.
- PLUMBING CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS WHICH WILL AFFECT THE WORK AND/OR CONSTRUCTION PROCEDURES AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS NOT SHOWN OR NOTED ON THE DRAWINGS.
- PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR METHODS AND MEANS AND ALL CONSTRUCTION PROCEDURES AND SEQUENCES REQUIRED TO CONSTRUCT THE PROPOSED WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL INCLUDE THE COSTS THEREOF FOR ADDITIONAL MATERIALS AND LABOR REQUIRED TO ACCOMMODATE THE CONSTRUCTION PROCEDURES AND SEQUENCES SELECTED TO EXECUTE THE CONSTRUCTION OF THE WORK.
- ALL THE CONTRACTOR'S PROPOSED SUBSTITUTIONS MUST BE EQUAL TO OR BETTER THAN THOSE SPECIFIED. ALL PROPOSED SUBSTITUTIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE AWARD OF THE CONTRACT.
- PLUMBING CONTRACTOR TO COORDINATE ALL WORK WITH OTHER TRADES. FIELD VERIFY THE EXACT LOCATION OF ALL CHASES, INSERTS, OPENINGS, SLEEVES, AND RELATED PIPING SPECIALTIES.
- DRAWINGS ARE DIAGRAMMATIC. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE WORK WITH ACTUAL FIELD CONDITIONS AND OTHER TRADES.
- THE PLUMBING CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS NECESSARY TO INSTALL HIS WORK. ALL WORK SHALL BE PERFORMED BY LICENSED PLUMBERS.
- CONTRACTOR SHALL VISIT SITE TO ASCERTAIN CONDITIONS WHICH MAY EFFECT HIS BID, AND HE SHALL BE RESPONSIBLE FOR INCLUDING ALL REQUIRED WORK NECESSARY FOR A COMPLETE AND USEABLE FACILITY.
- CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT.
- SLEEVES, OPENINGS, CUTTING AND DRILLING: PLUMBING CONTRACTOR SHALL PROVIDE AND PATCH ALL OPENINGS REQUIRED FOR NEW CONSTRUCTION. COORDINATE WITH GENERAL CONTRACTOR FOR SPECIAL SLEEVES, FRAMING SPACING AND CHASES.
- PLUMBING CONTRACTOR SHALL THOROUGHLY CLEAN HIS WORK AREA DAILY.
- TEST AND DISINFECT DOMESTIC WATER SYSTEMS IN ACCORDANCE WITH APPLICABLE CODES.
- ALL PIPING SHALL BE RUN CONCEALED ABOVE CEILING, IN WALLS, OR IN WALL CHASES UNLESS OTHERWISE INDICATED. EXPOSED PIPING SHALL BE 3/4 INCH MINIMUM FROM ANY WALL SURFACE.
- PROVIDE STOP VALVES AT ALL FIXTURE AND EQUIPMENT SUPPLIES. ALL EXPOSED FIXTURE CONNECTIONS SHALL BE CHROME PLATED. PROVIDE NECESSARY HANGERS FOR SUPPORTS OF HORIZONTAL AN VERTICAL PIPING IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.
- PROVIDE NECESSARY UNIONS TO ALLOW REPAIR AND REPLACEMENT OF EQUIPMENT. PROVIDE DIELECTRIC UNIONS AT ALL DISSIMILAR METALS.
- PROVIDE ESCUTCHEON PLATES WHERE PIPES PASS THROUGH WALLS, FLOORS, OR CEILINGS. OUTSIDE DIAMETER TO COVER COMPLETELY PIPE PENETRATION HOLE OR PIPE SLEEVE. NICKEL OR CHROME FINISH FOR EXPOSED AREAS. PRIME PAINT FINISH FOR CONCEALED AREAS.
- IDENTIFY ALL PLUMBING PIPING WITH COMMERCIALY AVAILABLE ADHESIVE LABELS.
- PROVIDE ADA COMPLIANT UNDER SINK PIPING COVERS ON ALL EXPOSED LAVATORY PIPING.

PLUMBING FIXTURE SCHEDULE

ITEM	DESCRIPTION
WC1	WATER CLOSET- WALL MOUNTED ELONGATED BOWL, BACK OUTLET, AMERICAN STANDARD AFWALL-# 3351.001 (TOP SPUD); CARRIER SUPPORT JOSAM MFG. # 11001 SERIES CLOSET CARRIER, HIGH EFFICIENCY FLUSH VALVE-SLOAN ROYAL FLUSHOMETER MODEL #111-1.28 QUIET, EXPOSED, DIAPHRAGM TYPE, CHROME PLATED CLOSET FLUSHOMETER W/ VANDAL RESISTANT STOP CAP; TOILET SEAT AMERICAN STANDARD #5901.100.
WC2	ADA WATER CLOSET- WALL MOUNTED ELONGATED BOWL, BACK OUTLET, AMERICAN STANDARD AFWALL-# 3351.001 (TOP SPUD); CARRIER SUPPORT JOSAM MFG. # 11001 SERIES CLOSET CARRIER, HIGH EFFICIENCY FLUSH VALVE-SLOAN ROYAL FLUSHOMETER MODEL #111-1.28 QUIET, EXPOSED, DIAPHRAGM TYPE, CHROME PLATED CLOSET FLUSHOMETER W/ VANDAL RESISTANT STOP CAP; TOILET SEAT AMERICAN STANDARD #5901.100. FIXTURE MOUNTING HEIGHT- TOP OF SEAT AT 17-19"MAX, FLUSH CONTROLS AT 44"MAX
UR1	WALL MOUNTED URINAL -AMERICAN STANDARD WASHBROOK #6590.001. FLUSH CYCLE 0.125GPF TOP SPUD, BACK OUTLET, CARRIER SUPPORT JOSAM MFG. #17550-UR SERIES, HIGH EFFICIENCY FLUSH VALVE-SLOAN ROYAL FLUSHOMETER MODEL #186-0.25 QUIET, EXPOSED, DIAPHRAGM TYPE, CHROME PLATED CLOSET FLUSHOMETER VALVE.
UR2	ADA WALL MOUNTED URINAL -AMERICAN STANDARD WASHBROOK #6590.001. FLUSH CYCLE 0.125GPF TOP SPUD, BACK OUTLET, CARRIER SUPPORT JOSAM MFG. #17550-UR SERIES, HIGH EFFICIENCY FLUSH VALVE-SLOAN ROYAL FLUSHOMETER MODEL #186-0.25 QUIET, EXPOSED, DIAPHRAGM TYPE, CHROME PLATED CLOSET FLUSHOMETER VALVE. FIXTURE MOUNTING HEIGHT WITH TOP OF RIM AT 17" MAX. TO MEET ADA REQUIREMENTS
LV1	WALL HUNG LAVATORY - AMERICAN STANDARD, MURRO UNIVERSAL DESIGN# 0954.004, ADA COMPLIANT, SELF DRAINING DECKS; AMERICAN STANDARD MONTERREY TWO HANDLE CENTERSET FAUCET# 5501.175, WITH 0.5GPM FLOW. CARRIER SUPPORT JOSAM MFG #17120 SERIES CONCEALED ARM SUPPORT. MOUNT WITH TOP OF RIM AT 34" A.F.F. TO MEET ADA REQUIREMENTS
KS1	DROP-IN SINK: ADVANCE TABCO, MODEL #93, 16GA. BOWL SIZE 16"x20". PROVIDE 18" DRAIN BOARDS ON BOTH SIDES. PROVIDE WITH ADVANCE TABCO K-208 DECK MOUNTED FAUCET. FAUCET SHALL REACH ALL COMPARTMENTS OF SINK.
MS1	SERVICE SINK- ENAMELED CAST IRON SERVICE SINK, AMERICAN STANDARD FLORWELL-#7745.811, FAUCET-AMERICAN STANDARD COMMERCIAL MODEL# 8344.112
DF1	(2) WATER FOUNTAINS: ONE MOUNTED TO ADA COMPLIANT. OASIS # F140R. WATER SAVER BUBBLER, ROUND BOWL, PUSH-BUTTON
FD1	FLOOR DRAIN WITH TRAP GUARD - PROSET MODEL# T35630-F-P-SQ, 5" SQUARE NICKEL BRONZE GRATE, 3"PIPE SIZE. TRAP GUARD INSERT REMOVES THE NEED FOR TRAP PRIMER.
TMV1	THERMOSTATIC MIXING VALVE - WATTS MFG, GUARDIAN MODEL# LFIGS-B (PROVIDE AT ALL HEATED WATER FIXTURES, LAVATORY, SINKS, SHOWERS, ETC.)
WHA	WATER HAMMER ARRESTOR JOSAM MODEL # 7500 SERIES, SIZE AS REQUIRED.
HB1	HOSE BIBB- ZURN ECOLOTROL. MODEL# Z-1320. ENCASED, NON-FREEZE, ANTI-SIPHON, AUTOMATIC DRAINING. SIZE AS PER WALL THICKNESS.
HS1	HAND SINK, ADVANCE TABCO MODEL 7PS-66W. BOWL SIZE 10" X14"X5" PROVIDE WITH K-316 WRIST HANDLE FAUCET.
FS1	FLOOR SINK, ZURN MODEL Z1900 OR EQUAL. 12"x12"x6" DEEP. PROVIDE WITH 50% OPEN GRATE. 3" OUTLET.
WC3	WATER CLOSET, MADERA FLOWISE ADA, MODEL 3461.001. 1.28 GPF. FLOOR MOUNTED, ELONGATED BOWL, PROVIDE WITH OPEN FRONT SEAT MODEL 5901.00 AND, 6047.121 MANUAL FLUSH VALVE.
GT1	GREASE INTERCEPTOR - 750 GALLON - PARK #GT-750; TOP W/FRAME AND M.H. COVERS, BODY W/BAFFLES AND 4" PVC INLET AND OUTLET (FIELD LOCATE TO MISS ALL EXISTING UNDERGROUND UTILITIES)
SW1	SAMPLE WELL - 2' I.D. x 2' I.D. x 2' I.D. - PARKUSA SWB 154, 4" INLET AND OUTLET, OLDCASTLE MODEL #STD-SAMPLE WELL: TOP W/FRAME AND M.H. COVER; MATCH INVERTS ON INLET AND OUTLET (FIELD LOCATE IN CONJUNCTION WITH GREASE TRAP)
WH1	ELECTRIC TANK TYPE WATER HEATER, RHEEM PROPE40 T2, 5500 W, 56 GALLON FIRST HOUR DELIVERY, 25 GPH AT 90° RISE. 93%UEF.

NOTE: 1. EQUIPMENT SHALL BE AS SPECIFIED ABOVE OR APPROVED EQUAL.
 *TAS: TEXAS ACCESSIBILITY STANDARDS. ** ADA: AMERICANS WITH DISABILITIES ACT

DOMESTIC WATER CALC

BUILDING WATER SUPPLY SIZE PER IPC 2012, APPENDIX "E"

TOTAL DEVELOPED LENGTH:	2500'
FIXTURE UNITS:	257 FU
GPM DEMAND:	105
AVG. SUPPLY PRESSURE, AT MAIN	50 PSIG
PRESSURE REQ. HIGHEST FIXTURE	-8 PSIG
WATER METER LOSS	-5.30 PSIG
ELEV. LOSS (20')	-3.44 PSIG
EXCESS AVAILABLE PRESSURE	24.3 PSIG
FRICITION LOSS/100 AVAIL (24.3/2.494)X100	0.97 PSI
FLUID VELOCITY	4.8 FPS

INSTALL NEW 3" METER AND SUPPLY PIPE

PLUMBING SYMBOLS

A.F.F.	ABOVE FINISHED FLOOR		FLOOR DRAIN
U.N.O.	UNLESS OTHERWISE NOTED		FLOOR CLEAN OUT
V	SANITARY VENT PIPE		WCO
SAN(S)	SANITARY PIPE		WALL CLEAN OUT
STM	STORM WATER PIPE		BCO
DHW	DOMESTIC HOT WATER		BUILDING CLEAN OUT
DHC	DOMESTIC HOT WATER RECIRC		
DCW	DOMESTIC COLD WATER		HOSE BIB, FREEZE-PROOF WITH INTEGRAL VACUUM BREAKER
DTW	DOMESTIC TEMPERED WATER		
	GATE VALVE		POINT OF CONNECTION NEW TO EXISTING WORK
	ELBOW TURNED DOWN		POINT OF DISCONNECTION
	ELBOW TURNED UP	(N)	INDICATES PLAN NOTE
	RISE OR DROP	(E)	NEW WORK
	CAP ON END OF PIPE	(D)	EXISTING WORK
			DEMOLITION WORK

INSTANT ELECTRIC WATER HEATER SCHEDULE

MARK	QTY	MFR. & MODEL NO.	OPTIONS	SERVICE	KW	MOCP	TURN ON FLOW	DIMENSION (HXWXD)	WT. (LBS.)	REMARKS
IWH1	4	EEMAX EX60T ML	MULTI. LAVS	277/1/60	6.0	25A	0.3 GPM	10.75"x5.25"x2.78"	4	THERMOSTATIC CTRL
IWH2	2	EEMAX EX36T SL	SINGLE LAV	208/1/60	2.6	15A	0.3 GPM	9.88"HX5.3"WX4"D	4.5	THERMOSTATIC CTRL

PIPING MATERIAL SCHEDULE

SERVICE	INSIDE ABOVE GRADE			INSIDE, BELOW GRADE			OUTSIDE BUILDING			COMMENTS
	PIPE	CONNECTION	INSULATION	PIPE	CONNECTION	INSULATION	PIPE	CONNECTION	INSU	
SANITARY WASTE AND VENT	SCHEDULE 40 PVC	SOLVENT WELD		SCHEDULE 40 PVC	SOLVENT WELD		SCHEDULE 40 PVC/SDR 35	SOLVENT WELD		* SANITARY SEWER PIPE OUTSIDE BUILDING: PIPE 6" AND SMALLER - PVC SDR 40 PIPE 8" AND LARGER - SDR 35
DOMESTIC COLD WATER	SCHEDULE 40 PVC	SOLVENT WELD	CLOSED CELL FOAM	SCHEDULE 40 PVC	SOLVENT WELD	1" ARMAFLEX	SCHEDULE 40 PVC	SOLVENT WELD		* PIPE SLOPE NOT LESS THAN 1/8"FT. 1% U.N.O.
DOMESTIC HOT WATER	SCHEDULE 40 CPVC	SOLVENT WELD	CLOSED CELL FOAM							



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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

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Revisions:

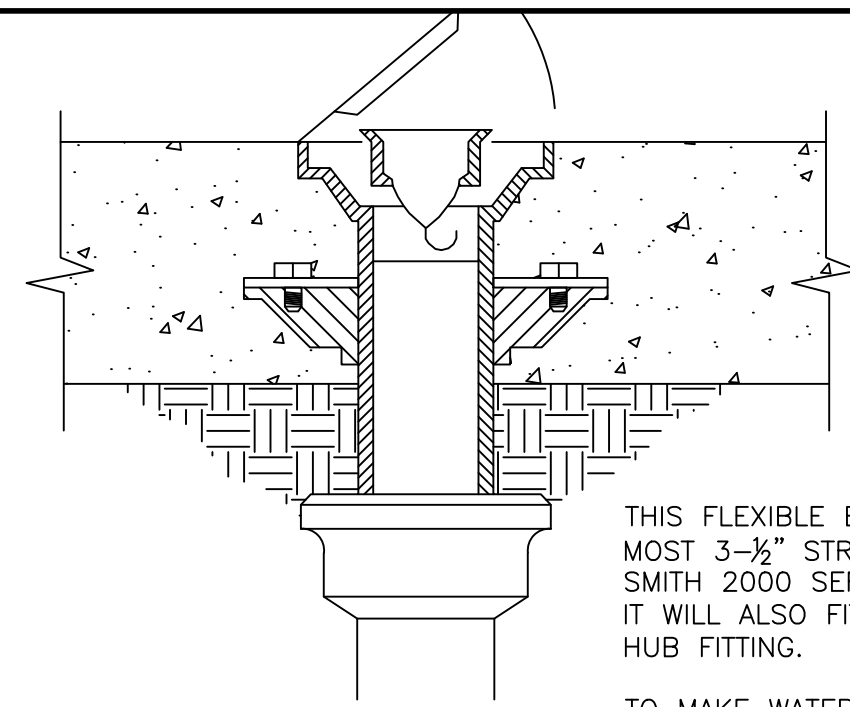
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PLUMBING LEGEND, NOTES AND SCHEDULES

P001

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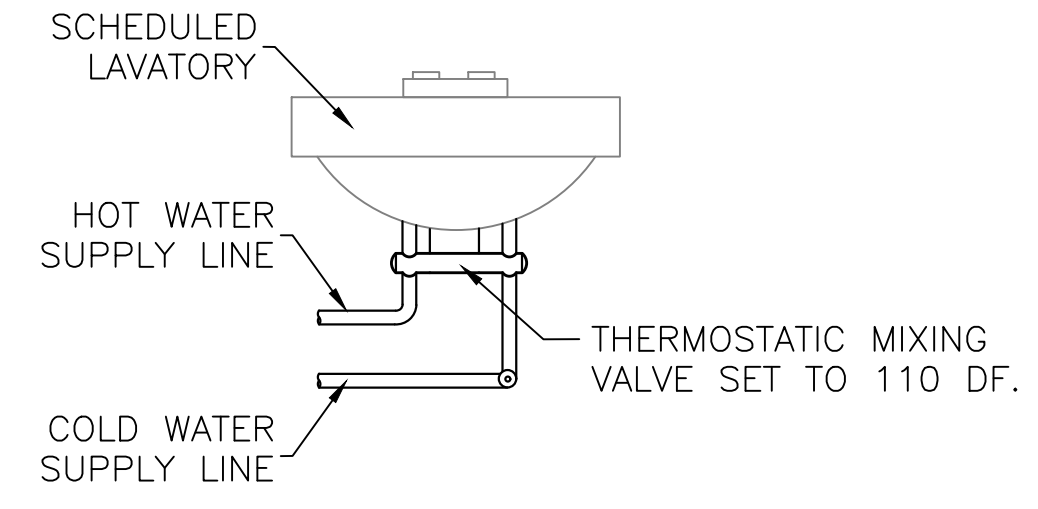
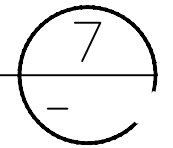


THIS FLEXIBLE BUSHING INSERT WILL FIT MOST 3-1/2" STRAINER TAILPIECE SUCH AS JR SMITH 2000 SERIES - JOSAM 3000 SERIES. IT WILL ALSO FIT INTO C.I. OR PLASTIC 3" HUB FITTING.

TO MAKE WATER TIGHT SEAL, USE AN ADHESIVE TYPE CAULK AROUND THE BOTTOM OF THE TOP FLANGE THEN INSERT RETRO FIT TRAP GURAD INTO THE 2" OR 3" PIPE.

TRAP GUARD - DRAIN INSERT

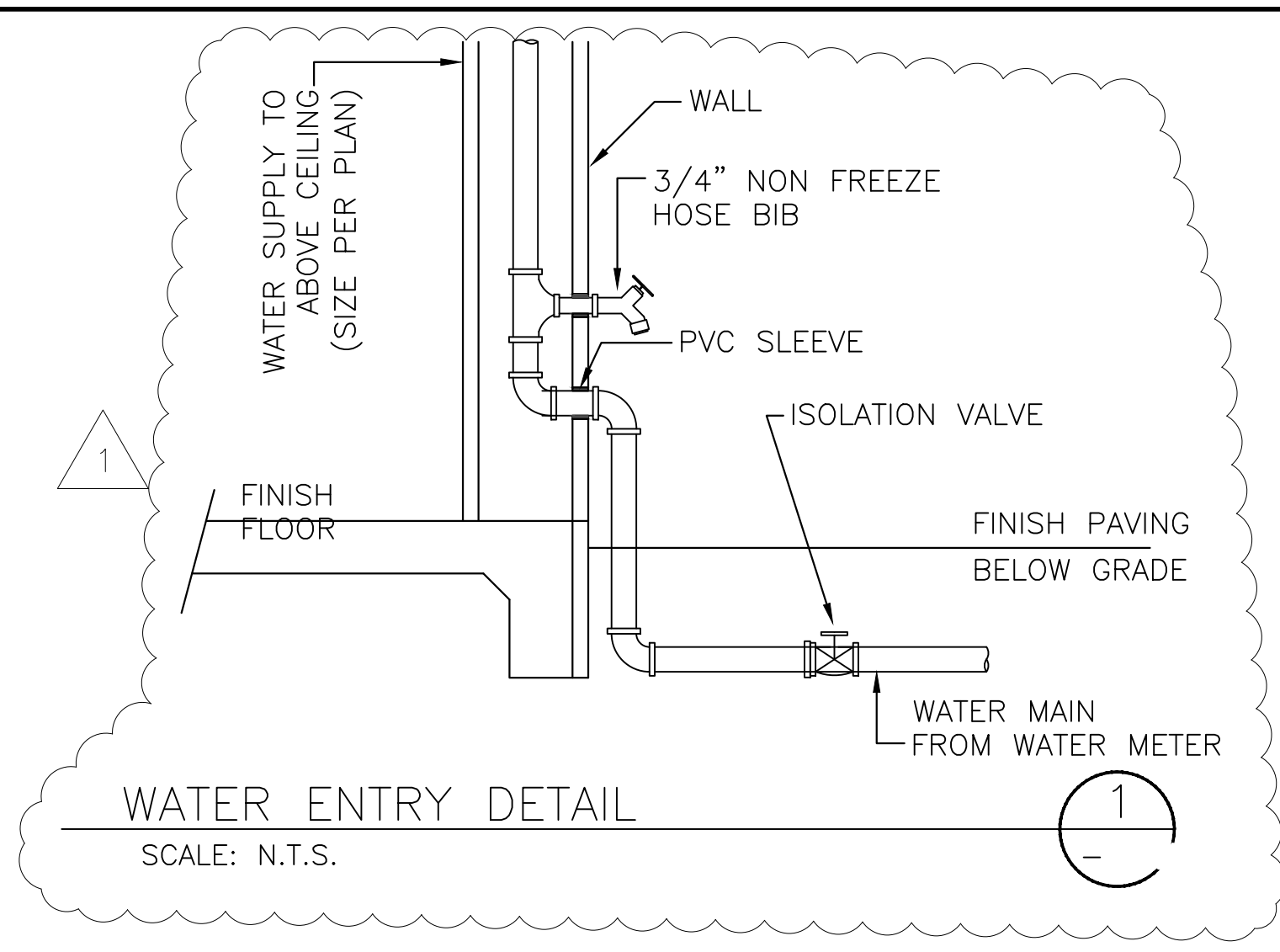
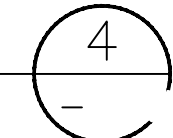
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* INSTALL THERMOSTATIC MIXING VALVE TO ALL FIXTURES SUPPLYING HOT WATER INTENDED FOR HUMAN CONTACT.

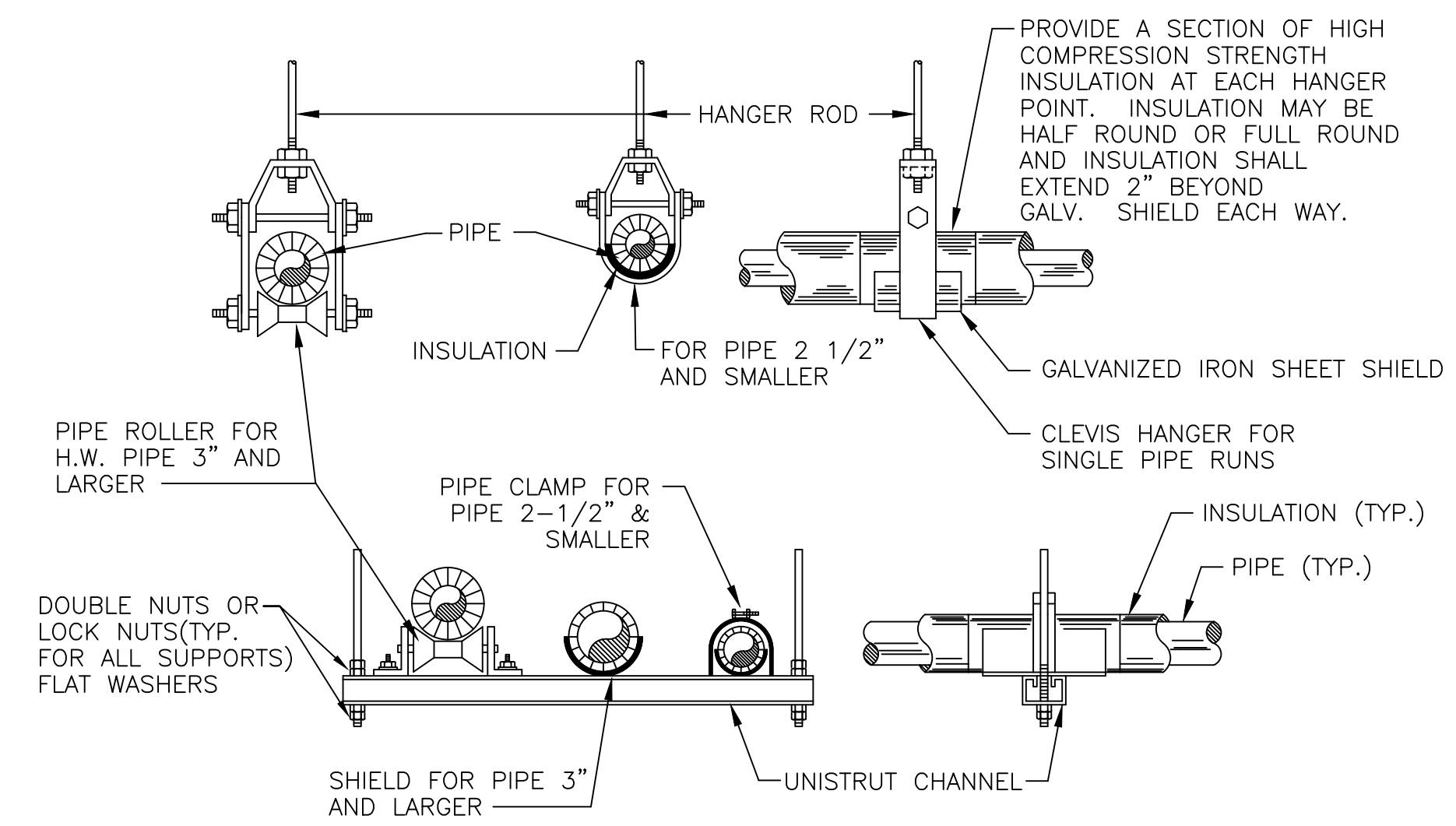
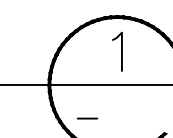
THERMOSTATIC MIXING VALVE

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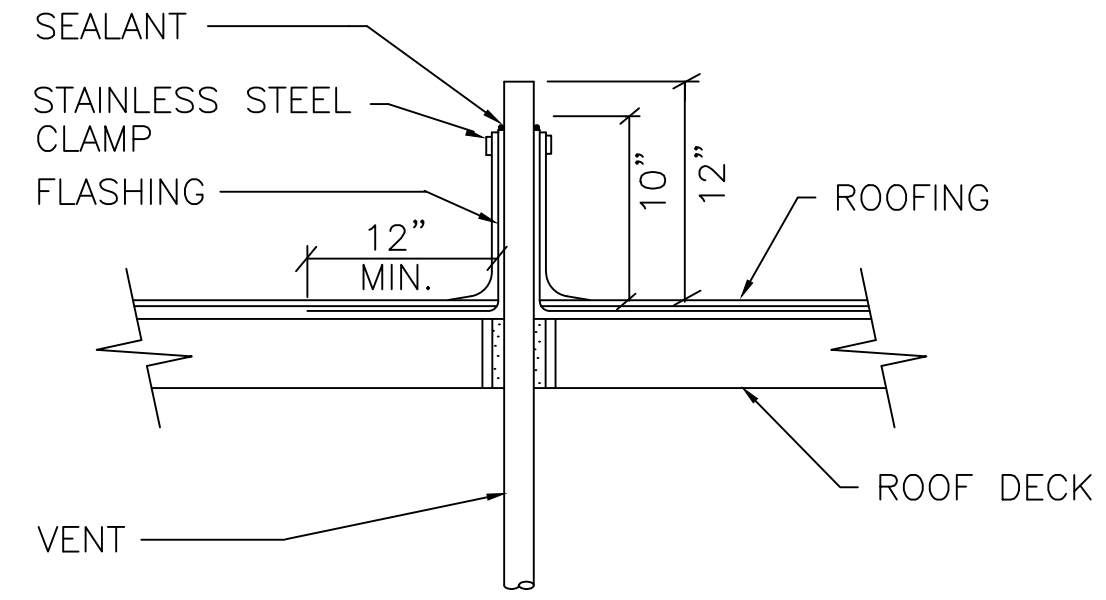
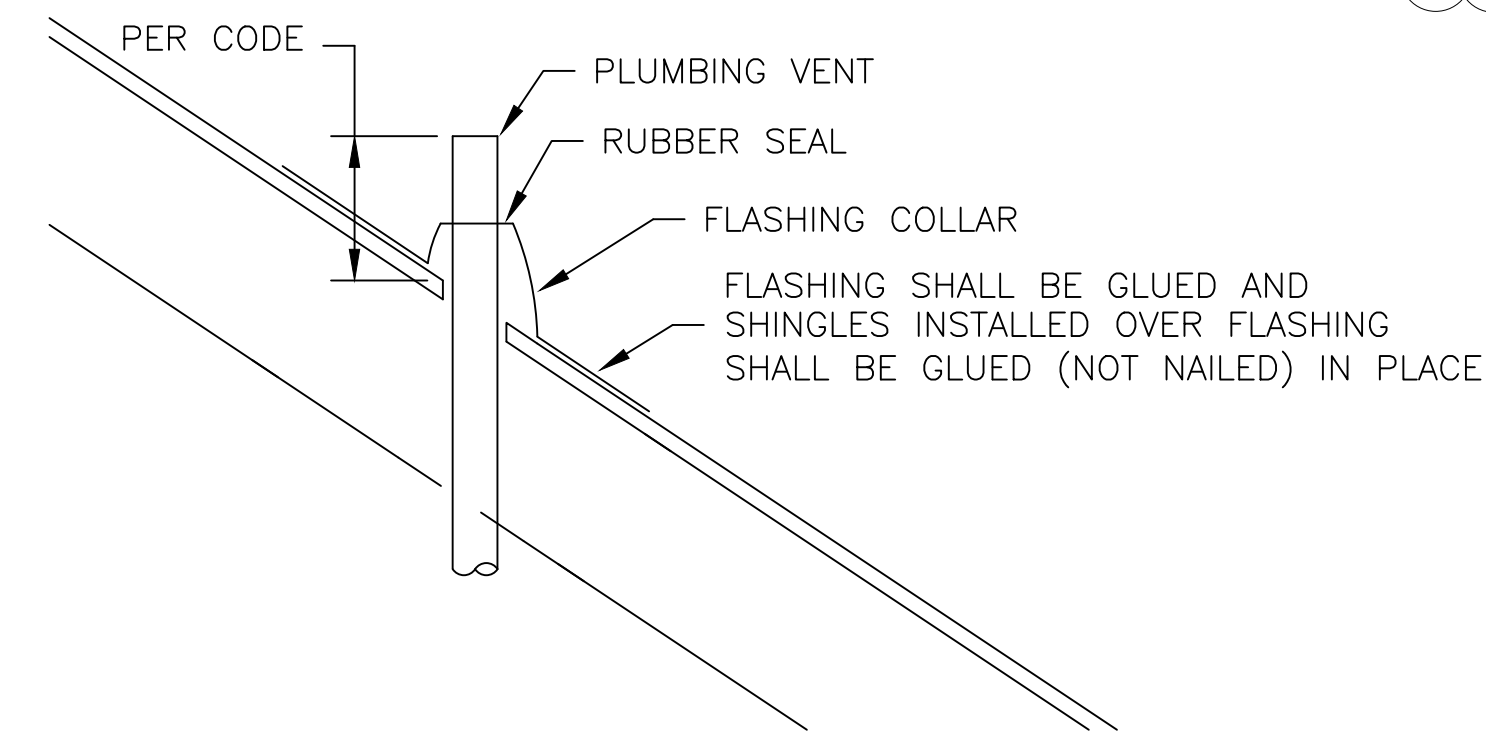
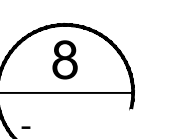
WATER ENTRY DETAIL

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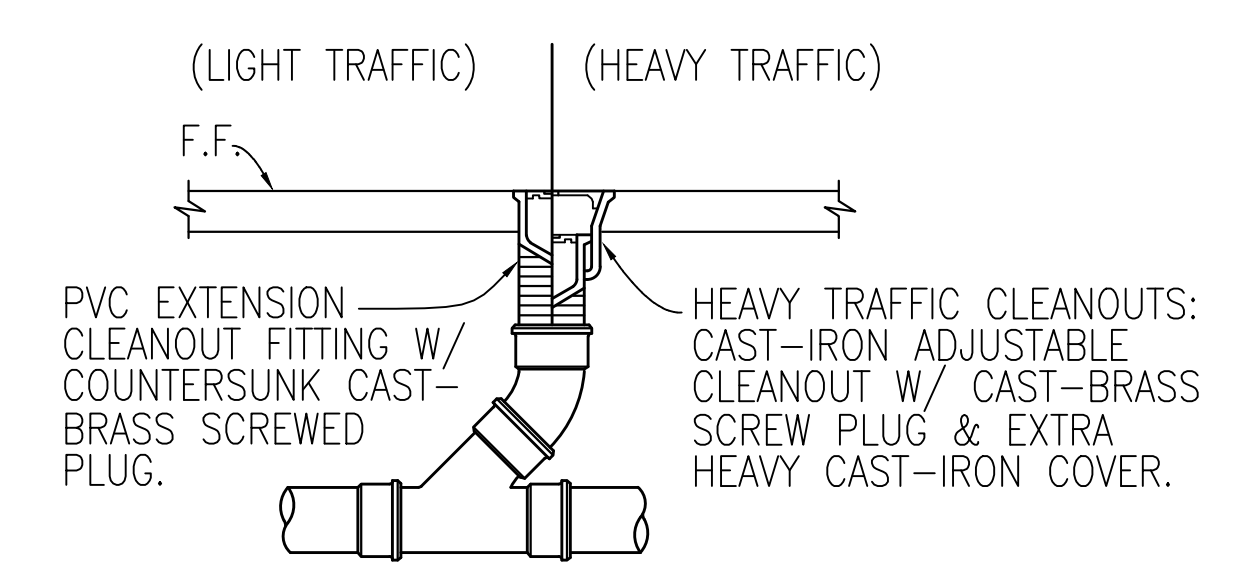
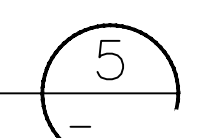
WATER PIPING HANGER AND SUPPORT DETAILS

SCALE: N.T.S.



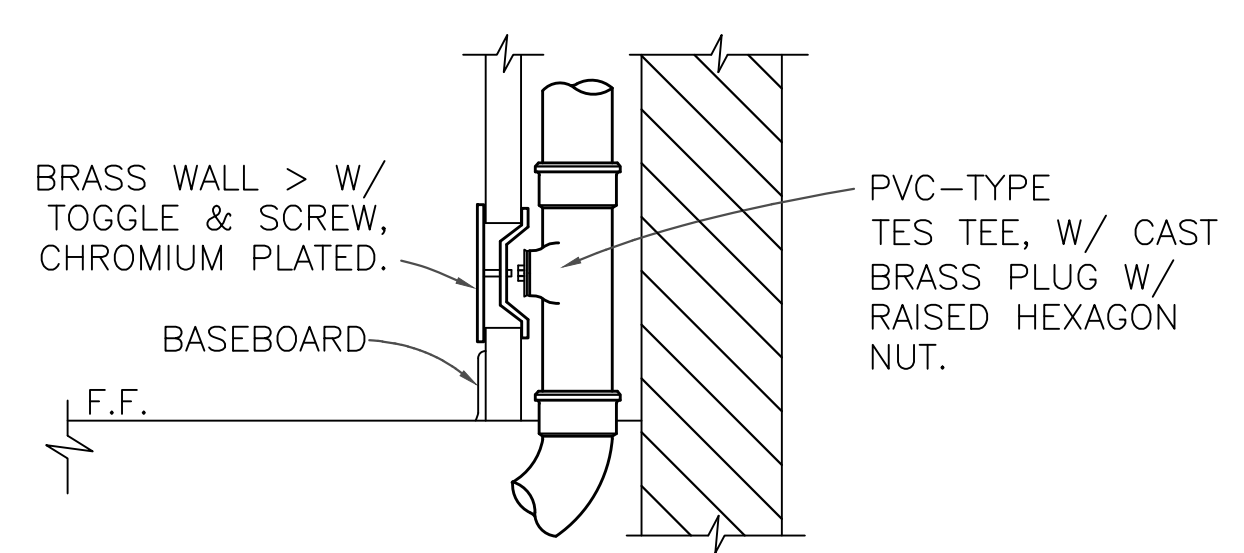
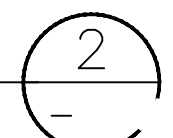
VENT THROUGH ROOF

SCALE: N.T.S.



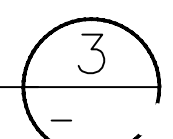
FLOOR CLEANOUT DETAIL

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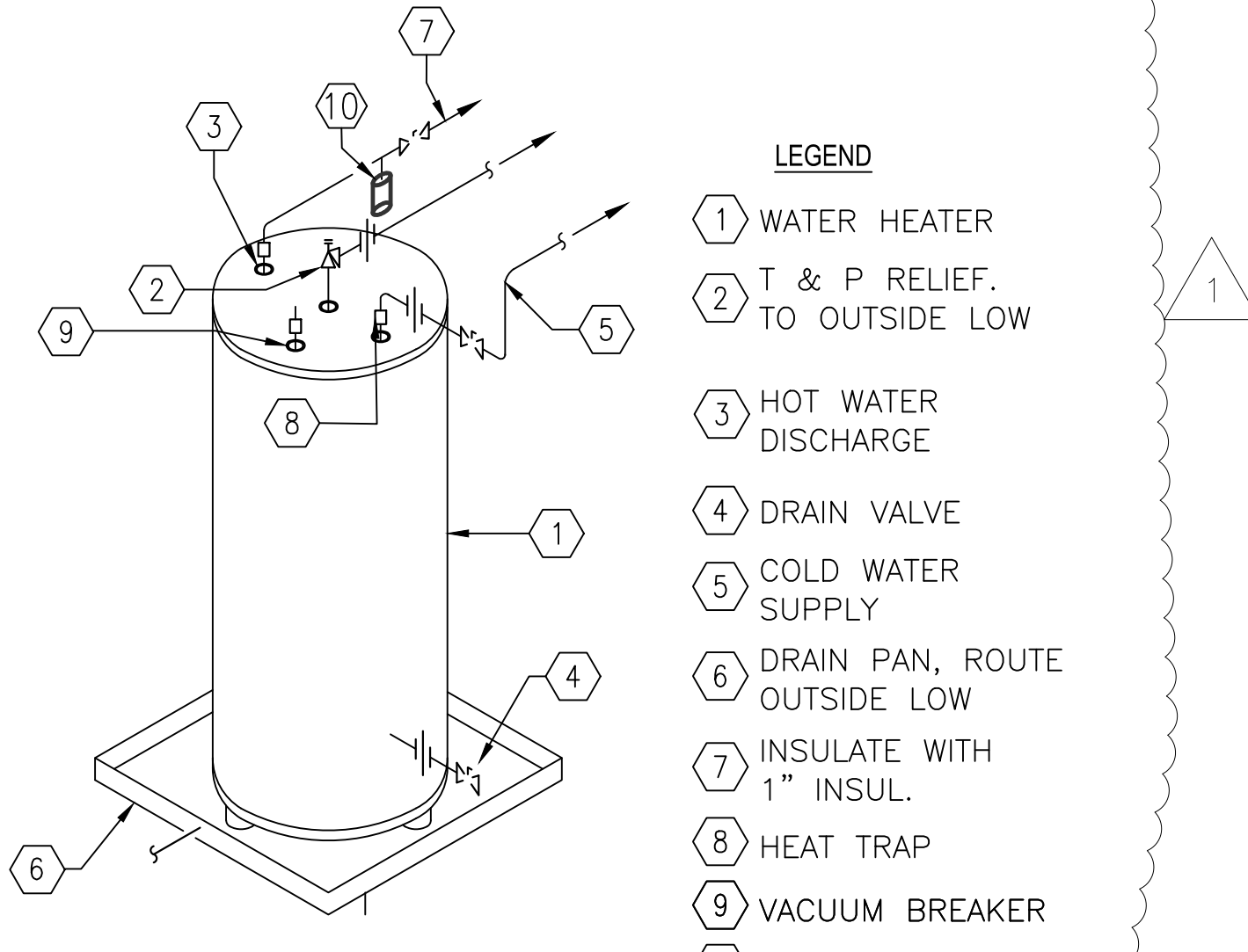


WALL CLEANOUT DETAIL

SCALE: N.T.S.



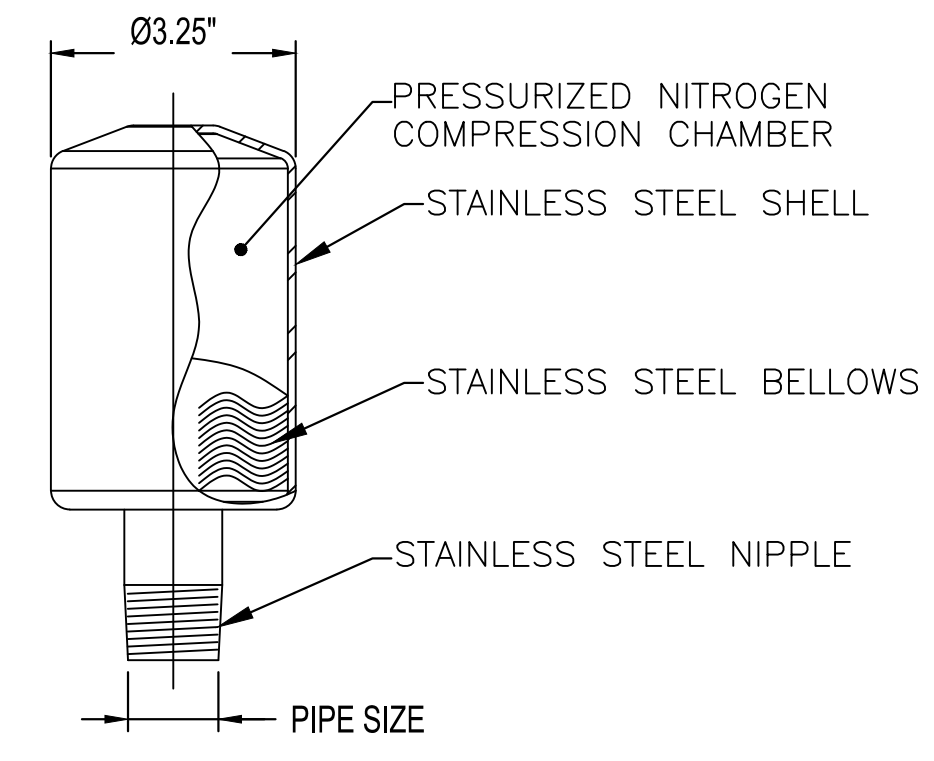
- WATER HEATER GENERAL NOTES:**
1. WATER HEATER SHALL COMPLY WITH MINIMUM EFFICIENCY VALUES AS SPECIFIED IN SECTION 804.2 OF IECC 2006.
 2. WATER HEATER TO BE PROVIDED WITH TEMPERATURE CONTROLS AND SET TO A MAXIMUM OF 110° F PER SECTION 802.3 OF IECC 2006.
 3. WATER HEATER TO BE PROVIDED WITH HEAT TRAP FITTINGS ON SUPPLY AND RETURN.
 4. PROVIDE 1" INSULATION ON THE FIRST 8 FEET OF DOMESTIC WATER SUPPLY AND ALL HOT WATER PIPING. INSULATION CONDUCTIVITY SHALL NOT EXCEED 0.27 BTU PER IN/HR FT SQUARED X DEGREE F.



WATER HEATER DETAIL

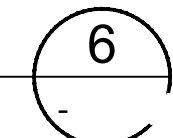


- LEGEND**
- 1 WATER HEATER
 - 2 T & P RELIEF TO OUTSIDE LOW
 - 3 HOT WATER DISCHARGE
 - 4 DRAIN VALVE
 - 5 COLD WATER SUPPLY
 - 6 DRAIN PAN, ROUTE OUTSIDE LOW
 - 7 INSULATE WITH 1" INSUL.
 - 8 HEAT TRAP
 - 9 VACUUM BREAKER
 - 10 EXPANSION TANK



WATER HAMMER ARRESTOR

SCALE: N.T.S.



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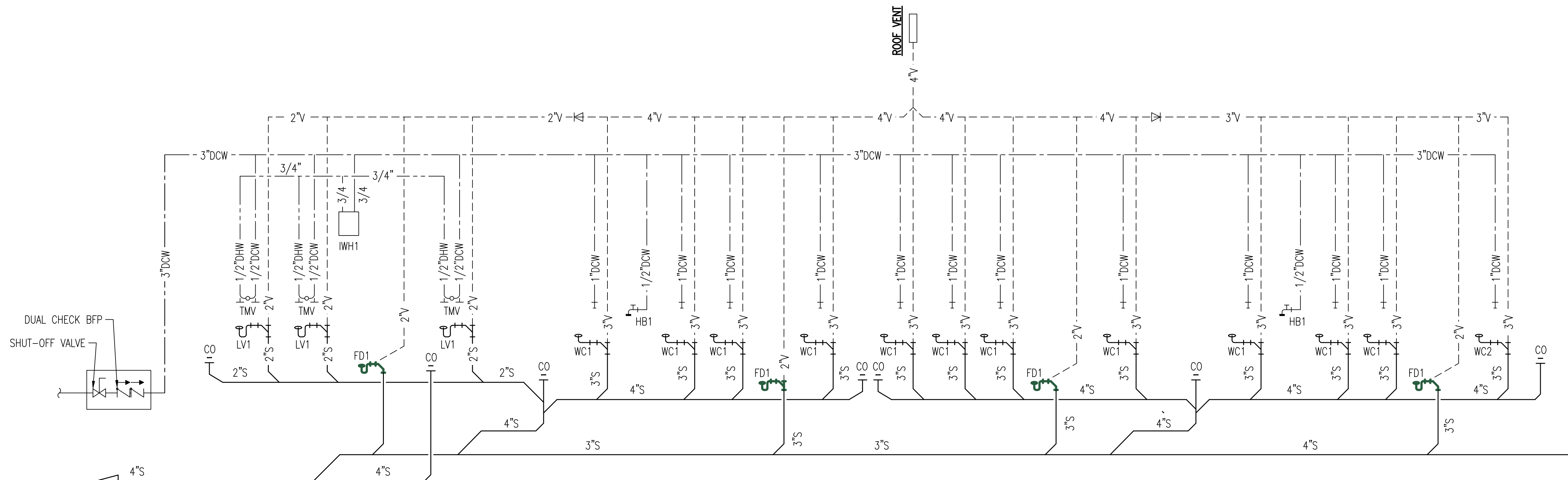
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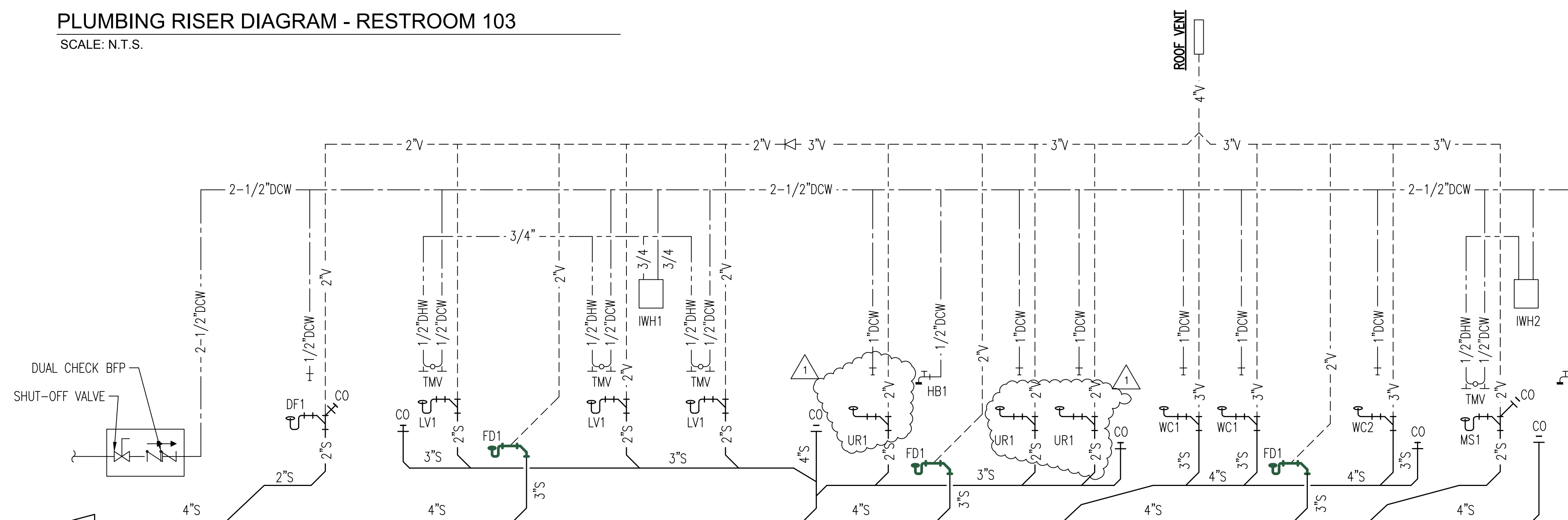
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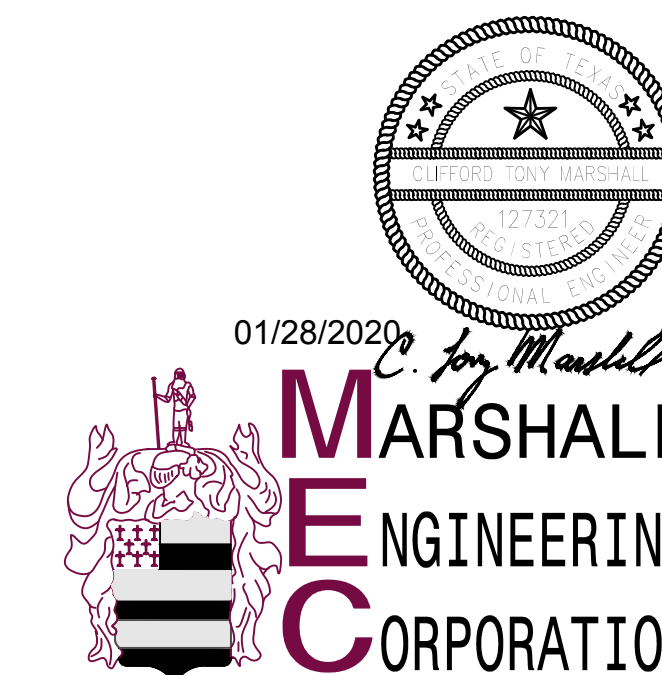
PLUMBING RISER DIAGRAM - RESTROOM 103

SCALE: N.T.S.



PLUMBING RISER DIAGRAM - MALE RESTROOM 102

SCALE: N.T.S.



01/28/2020
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PLUMBING RISER DIAGRAMS

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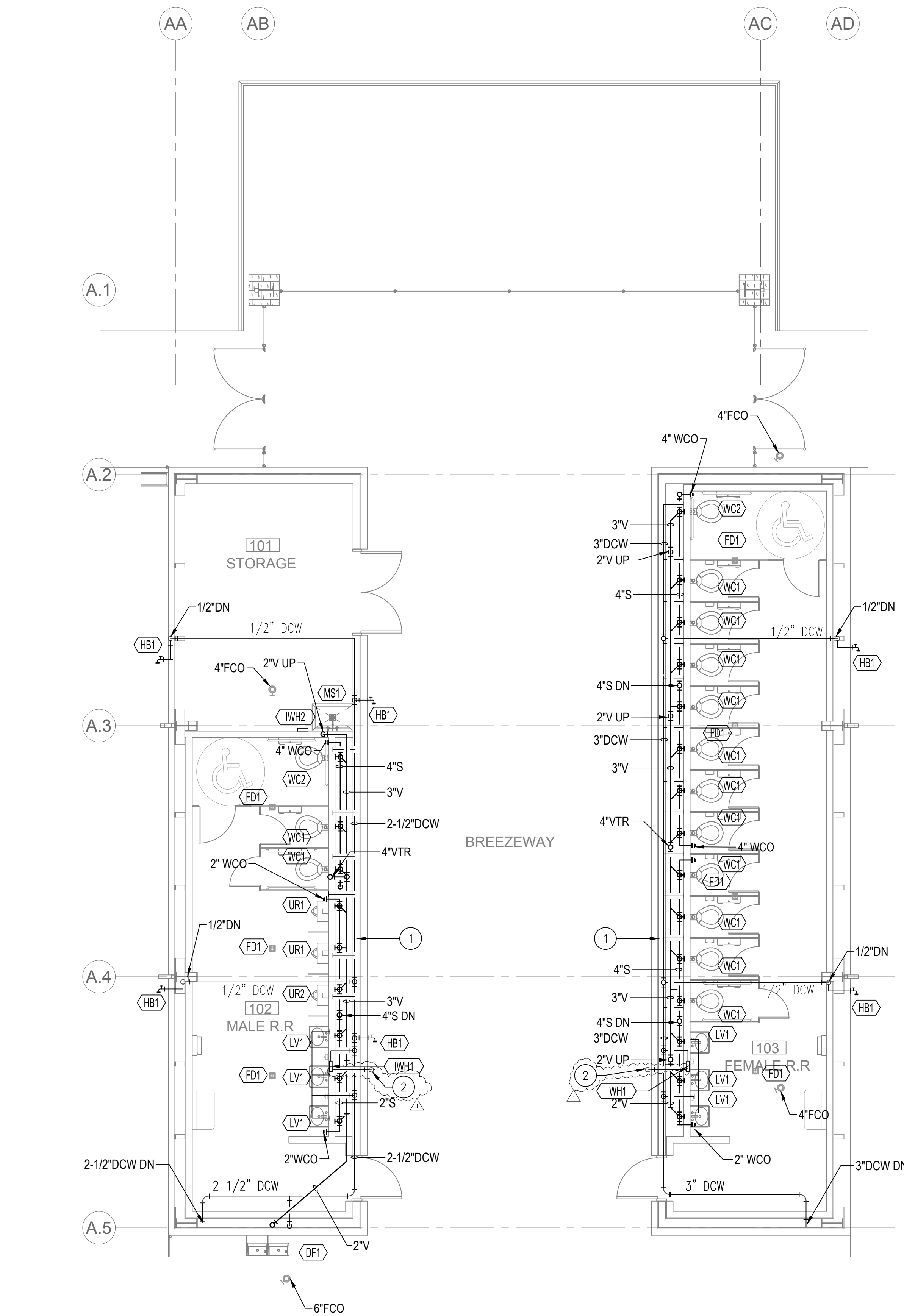
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KEY NOTES:

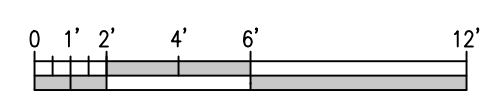
- SEE RISER DIAGRAM FOR PIPING CONNECTIONS IN CHASE.
- ROUTE 3/4" T&P DRAIN LINE TO OUTSIDE. TERMINATE 6" ABOVE GRADE WITH DOWNTURNED ELBOW.

GENERAL NOTES:

- FOR SYMBOLS, NOTES AND SCHEDULES SEE SHEET P001



1 PLUMBING ABOVE GRADE PLAN BUILDING "A"
SCALE: 3/16" = 1'-0"



01/28/2020
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PLUMBING ABOVE GRADE PLAN BUILDING "A"

P201

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ACAD File:

Revisions:

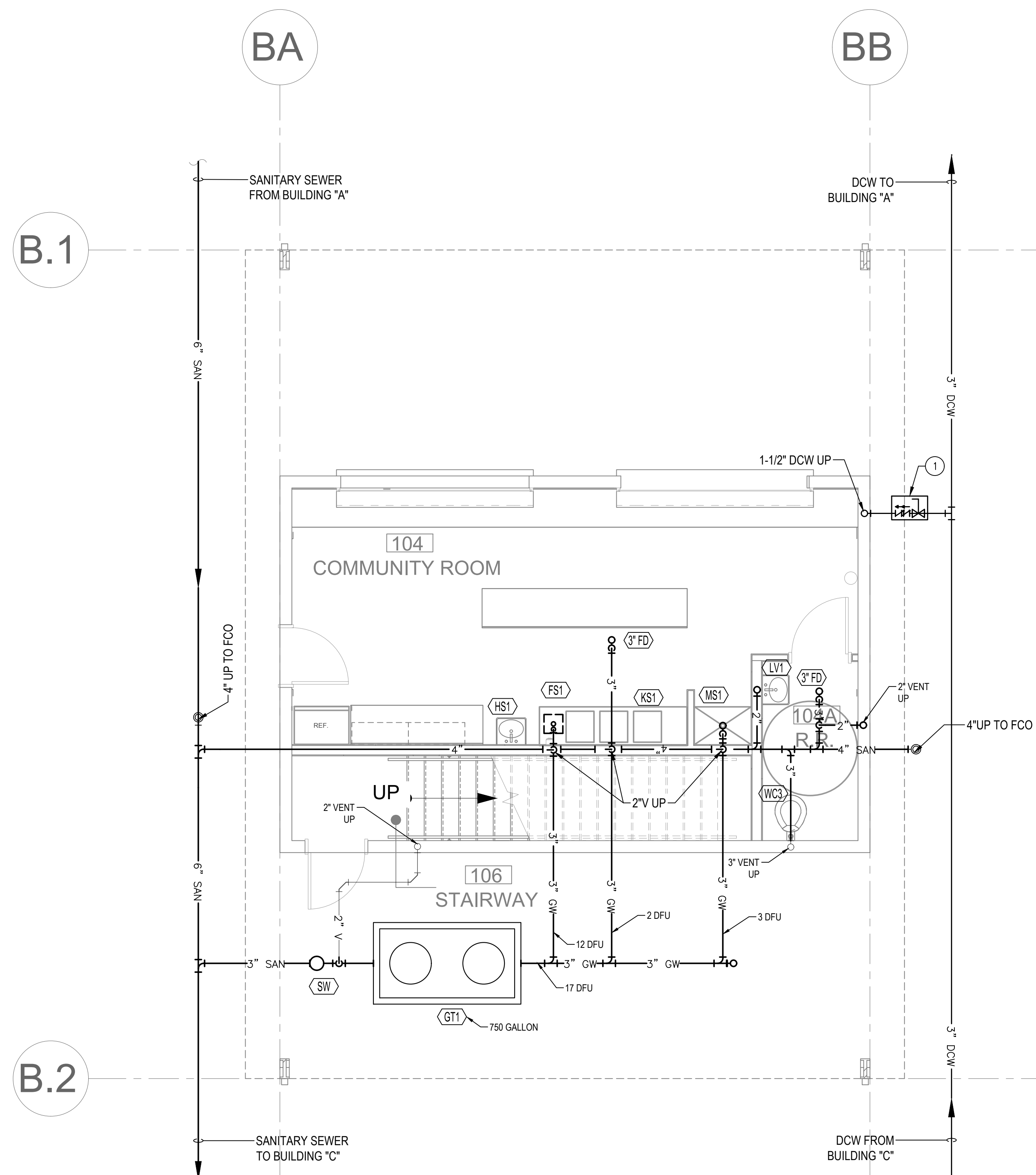
DESCRIPTION	DATE
50% CD	02/22/2019
95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
PERMIT REVISION	01/28/2020

KEY NOTES:

- GROUND MOUNTED VALVE BOX WITH SHUTOFF AND DUAL CHECK BACKFLOW PREVENTER VALVE.

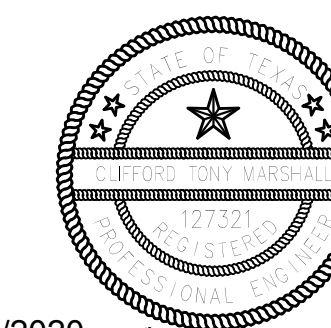
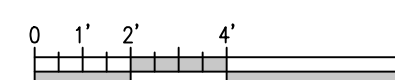
GENERAL NOTES:

- FOR SYMBOLS, NOTES AND SCHEDULES SEE SHEET P001



1 PLUMBING SUB-GRADE PLAN BUILDING "B"

SCALE: 1/4" = 1'-0"



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PLUMBING SUB-GRADE PLAN BUILDING "B"

P300

The Drawings, Specifications and other documents prepared by the Engineer for this Project are instruments of the Engineer's service for use solely with respect to this Project, and the Engineer shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the project. The Engineer's Drawings, Specifications and other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Engineer.

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HENDERSON ROGERS STRUCTURAL ENGINEERS, LLC
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MEP ENGINEER
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715 N HOUSTON AVE, HUMBLE, TX 77338

FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019

Drawn: MEC

Checked: CTM

Scale: As Indicated

ACAD File:

Revisions:

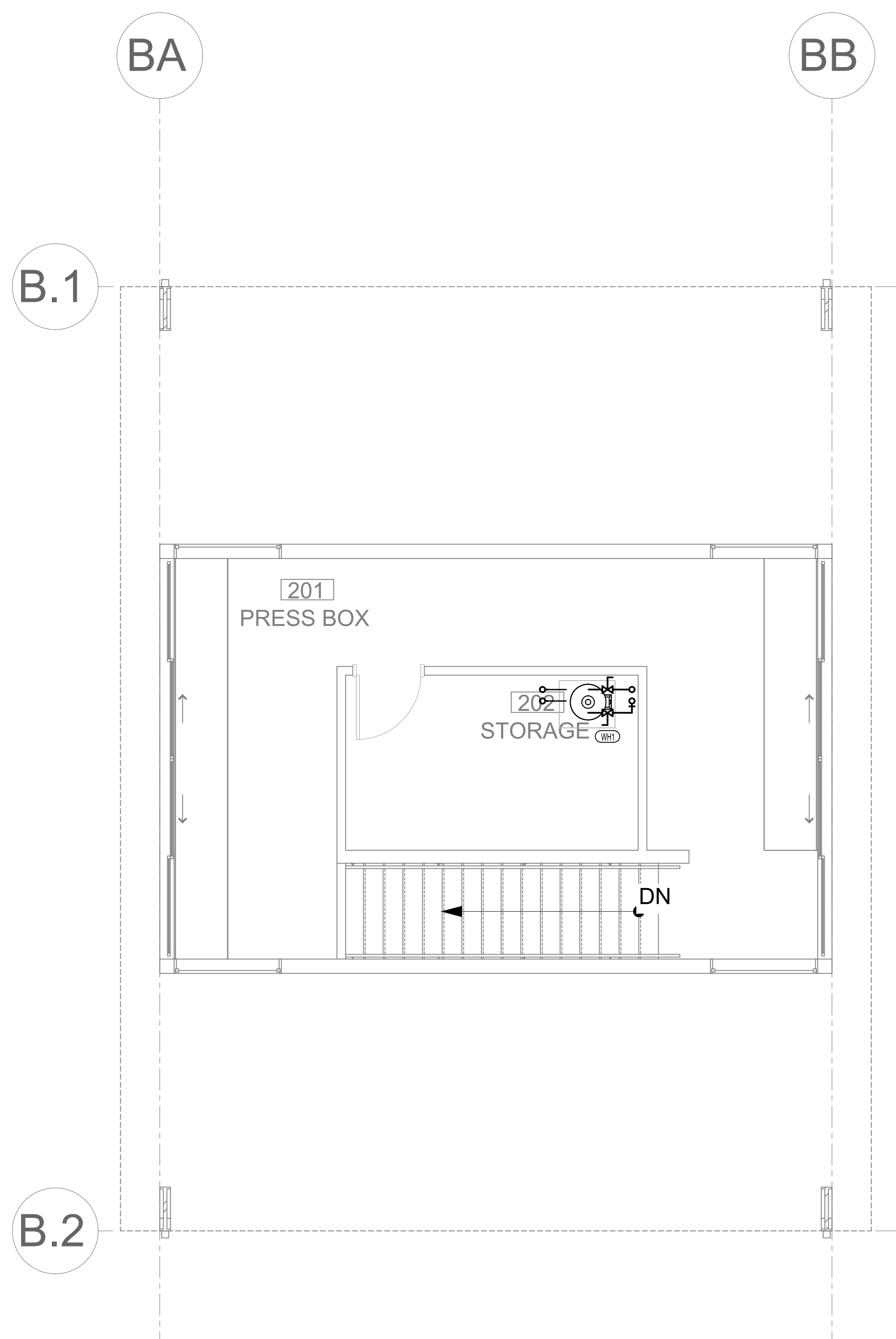
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ISSUED FOR PERMIT	04/22/2019
PERMIT REVISION	01/28/2020

GENERAL NOTES:

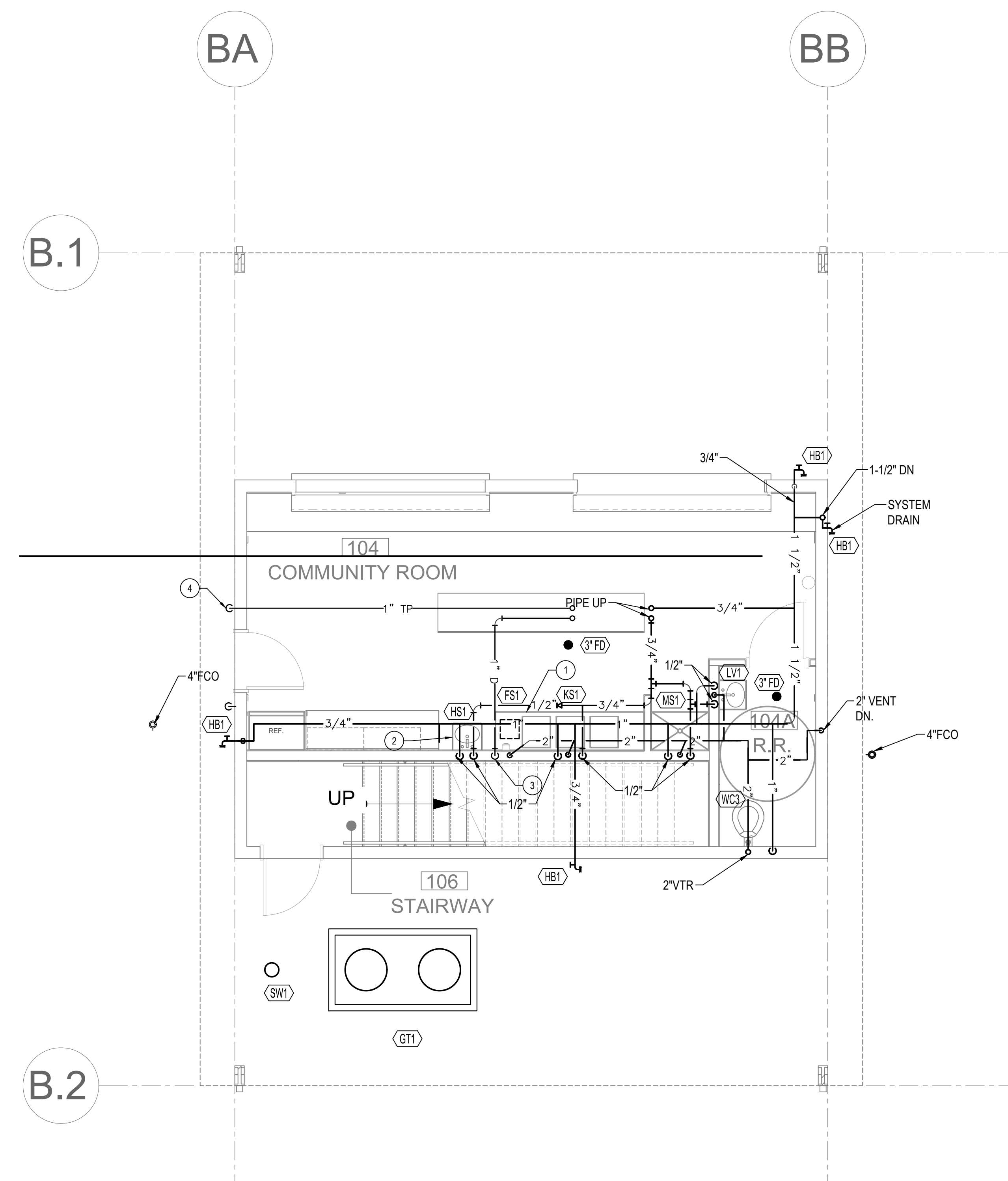
- FOR SYMBOLS, NOTES AND SCHEDULES SEE SHEET P001

KEY NOTES:

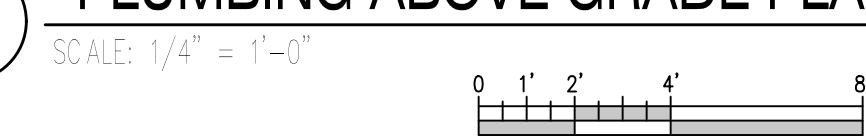
- SEE DETAIL FOR 3 COMPARTMENT SINK DRAIN PIPING.
- ROUTE 1-1/2" DRAIN FROM HAND SINK TO FLOOR SINK
- ROUTE OVERFLOW DISCHARGE TO FLOOR SINK.
- ROUTE TEMPERATURE AND PRESSURE DISCHARGE TO GROUND. TERMINATE WITH DOWNTURNED ELBOW.



2 PLUMBING PLAN BUILDING "B" - 2ND FLOOR



1 PLUMBING ABOVE GRADE PLAN BUILDING "B" - 1ST FLOOR



01/28/2020
C. for Marshall
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PLUMBING ABOVE GRADE PLAN BUILDING "B"

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FORT BEND COUNTY FOOTBALL FIELDS UPGRADES

5685 HOBBY ROAD, HOUSTON, TX 77053

Drawing Date: 04/15/2019
Drawn: MEC
Checked: CTM
Scale: As Indicated

ACAD File:

Revisions:

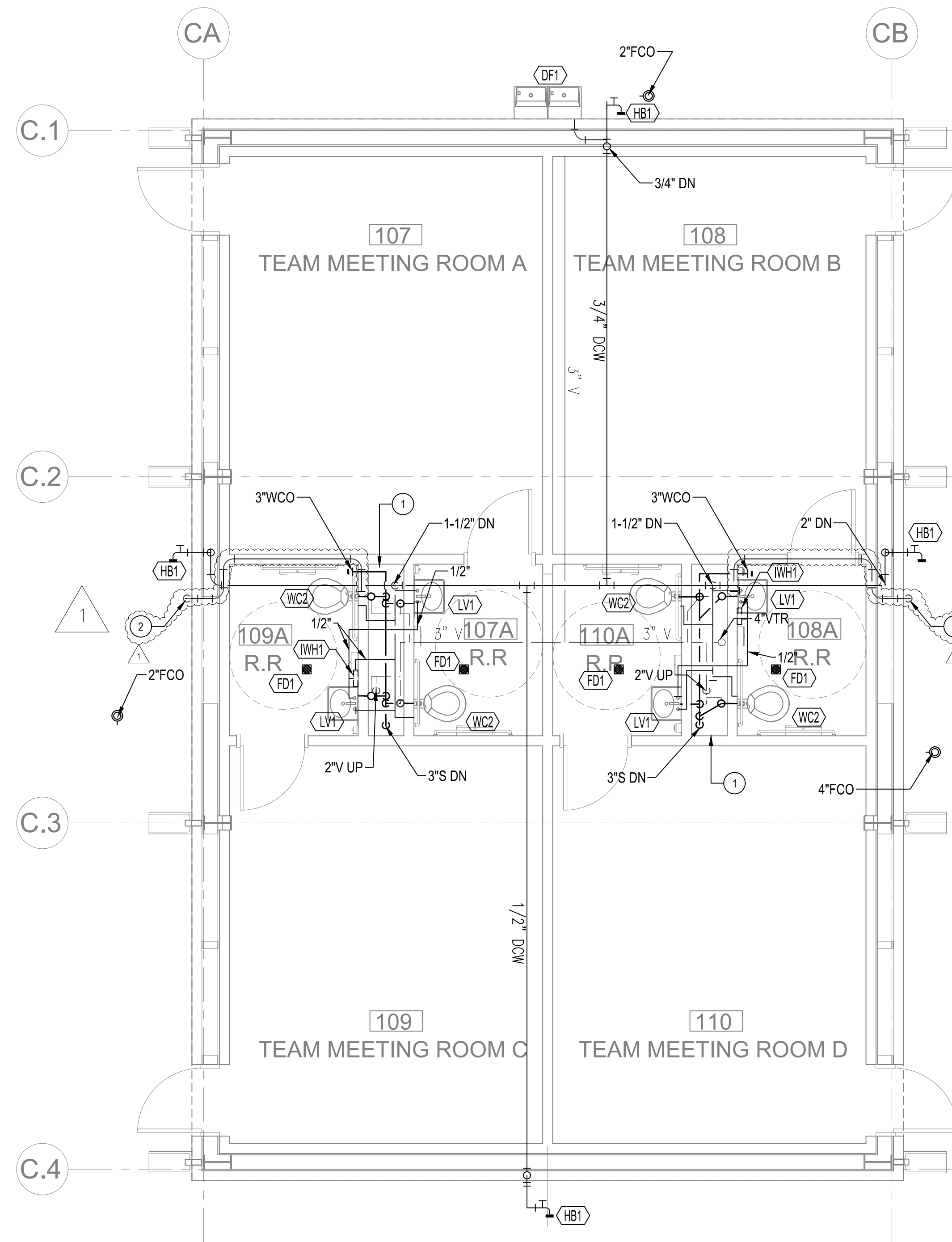
DESCRIPTION	DATE
50% CD	02/22/2019
95% CD	03/22/2019
ISSUED FOR PERMIT	04/22/2019
PERMIT REVISION	01/28/2020

KEY NOTES:

- SEE RISER DIAGRAM FOR PIPING CONNECTIONS IN CHASE.
- ROUTE 3/4" T&P DRAIN LINE TO OUTSIDE. TERMINATE 6" ABOVE GRADE WITH DOWNTURNED ELBOW.

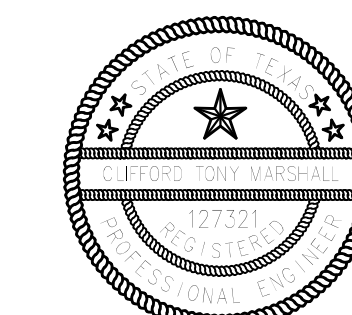
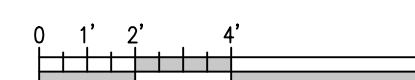
GENERAL NOTES:

- FOR SYMBOLS, NOTES AND SCHEDULES SEE SHEET P0.1



1 PLUMBING ABOVE GRADE PLAN BUILDING "C"

SCALE: 1/4" = 1'-0"



01/28/2020
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PLUMBING ABOVE GRADE PLAN BUILDING "C"