

**DESIGN REVIEW APPOINTMENT SCHEDULE**  
BID CYCLE \_\_\_\_\_

**DATE**

Time	Parcel #	Name	Address	Phone #	Agent

**DATE**

Time	Parcel #	Name	Address	Phone #	Agent

**DATE**

Time	Parcel #	Name	Address	Phone #	Agent

**DATE**

Time	Parcel #	Name	Address	Phone #	Agent

**DATE**

Time	Parcel #	Name	Address	Phone #	Agent

**DATE**

Time	Parcel #	Name	Address	Phone #	Agent

## Design Review Appointment Reminder

Your Design Review is scheduled for:

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

Time: \_\_\_\_\_



- Please refer to your original appointment sheet for further instructions.
- If you are unable to keep this appointment, please call 824-1440.

## Design Review Appointment Reminder

Your Design Review is scheduled for:

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

Time: \_\_\_\_\_



- Please refer to your original appointment sheet for further instructions.
- If you are unable to keep this appointment, please call 824-1440.

## DESIGN REVIEW CHECKLIST FOR HOMEOWNER AGENT

### Prior to the Design Review

1. Review the Draft Design for each home (before the Design Review day)
2. Meet with Architect fifteen (15) minutes before the Design Review
3. Reminder Phone call to Homeowner

### What to Bring to the Design Review Meeting

1. Homeowner Notebook (as guide to ATP process & policies)
2. General Contractor Homeowner Selection Sign-off Form
3. General Contractor Labels
4. Pre-Bid Open House Master Appointment Labels
5. Pre-Bid Open House Schedule Form (1-homeowner; 1-file)
6. Pre-Bid Open House Sign-in Sheet w/self-addressed stamped envelope
7. Work Agreement (3 copies)
8. Avigation Easement (3 copies)
9. Design Waivers and Releases, if applicable

### During the Design Review

1. Architect will review design package with homeowner
2. Tour the ATP product showroom to obtain final product style & color selections
3. Collect Homeowner's List of selected 3 General Contractors
4. Review the Work Agreement with homeowner and obtain signature(s)
5. Review the Avigation Easement with homeowner and obtain signature(s)
6. Have Homeowners Design Waivers and Releases, if applicable
7. Schedule the Pre-Bid Open House appointment

### What the Homeowner Takes With Them

1. Pre-Bid Open House Appointment card
2. One copy of signed Work Agreement and Avigation Easement (if signed by all parties)
3. Contractor Sign-in Sheet for Pre-Bid Open House Walk-Through and self-addressed, stamped envelope for return of the form.

### Following the Design Review Appointment

1. Architect will make any modifications to the Work Scope resulting from the Design Review Meeting
2. Prepare Bid Form and Bid Packages (one for each of the 3 general contractors)
3. Copy the Scope of Work for the selected general contractors
4. Copy the Scope of Work and bid package for file
5. Deliver bid packages to homeowners
6. Develop and send Pre-Bid Open House Reminder
7. File all parcel documentation

**HOMEOWNER  
WORK AGREEMENT  
AND  
EXHIBITS**

**RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM  
WORK AGREEMENT  
CITY OF SAN ANTONIO  
PARCEL NO. «PARCEL\_NO»**

THIS RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM WORK AGREEMENT (this "Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between THC, Inc., a S-corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "Acoustical Treatment Consultant"), CALP-THC Partnership (the "Joint Venture") and «Owner\_Name\_1» and «Owner\_Name\_2», (hereinafter referred to as the "Homeowner").

**WITNESSETH:**

WHEREAS, the Homeowner is the sole record owner in fee simple of certain real property located in the City of San Antonio, State of Texas, and more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the City of San Antonio is a municipal corporation organized and existing under the laws of the State of Texas (the "City"); and

WHEREAS, the City is the owner and operator of the San Antonio International Airport (the "Airport"), situated in the City of San Antonio, State of Texas, and in close proximity to the Property; and

WHEREAS, the City desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the Airport; and

WHEREAS, the Airport desires to attempt to alleviate aircraft-generated noise levels in residences in the immediate vicinity; and

WHEREAS, the Acoustical Treatment Consultant has been hired by the City to implement and manage the San Antonio Residential Acoustical Treatment Program (the "ATP"); and

WHEREAS, the CALP-THC Partnership (the "Joint Venture") is an entity that is acting in a sub-consultant capacity to the Acoustical Treatment Consultant and is responsible for the overall management of ATP construction; and

WHEREAS, Homeowner desires to reduce aircraft-generated noise levels within the Property premises; and

WHEREAS, the Homeowner desires to obtain acoustical treatments and improvements to the Property as more particularly described on Exhibit B attached hereto (the "Acoustical Treatment"), at the sole direction of the Acoustical Treatment Consultant, in exchange for the granting to the City of an avigation easement over, across and through the Property; and

WHEREAS, the Joint Venture will award a contract to a general contractor (the "Contractor") to perform the Acoustical Treatment, consistent with ATP guidelines; and

WHEREAS, the Homeowner fully understands the ATP and has received information about the ATP from the Acoustical Treatment Consultant; has been given the opportunity to obtain additional information that he or she desires; has carefully reviewed and considered this information and this Work Agreement; and wishes to participate in the ATP by executing this Work Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Homeowner and the Acoustical Treatment Consultant hereby agree as follows:

1. Grant of Easement. Simultaneously with the execution of this Agreement, the Homeowner shall execute and deliver to the Acoustical Treatment Consultant on behalf of the City an avigation easement (the "Avigation Easement").

2. Payment of Acoustical Treatment. The Acoustical Treatment Consultant, as agent of the City, agrees to pay for the Acoustical Treatment described in Exhibit B attached hereto. The Acoustical Treatment will be approved by the Homeowner and the Acoustical Treatment Consultant, performed by the Contractor selected as provided in this Agreement, and managed by the Joint Venture.

3. Contractor Selection Process. The Homeowner agrees to participate in a "General Contractor Interview Night" attended by the Contractors certified by the Joint Venture. From the list of qualified Contractors, Homeowner will be required to select a minimum of three (3) contractors to prepare bids for the Acoustical Treatment. The Homeowner should take reasonable steps to make this determination, including reviewing contractor notebooks, attending a "Contractor Interview Night" and communicating with past ATP participants. The Homeowner agrees to complete the contractor selection at the time of the "Design Review Meeting". Once the Contractor selection process has been completed, the Homeowner and the Acoustical Treatment Consultant shall schedule a "Pre-Bid Open House" session and notify all selected Contractors thereof. Each selected Contractor will be required to attend the scheduled "Pre-Bid Open House" to collect the bid package and conduct a site visit of the Property in preparation for submitting the bid.

4. Contractor Qualification. All Contractors performing work in the ATP have been qualified by the Joint Venture based on a detailed review of professional licenses, financial and credit history, past residential work experience, site inspection, bonding/insurance limits and crew capacity. Based on the above criteria, the Joint Venture will also determine a monthly ATP contract award limit for each of the qualified Contractors. While the Joint Venture represents that all approved general contractors are capable of performing the Acoustical Treatment in a timely manner, it is the responsibility of the Homeowner to select which Contractors will prepare bids for the Property's Acoustical Treatment design. Since the Joint Venture will contract the services of the lowest responsible, responsive Contractor on each individual Property, the Joint Venture will provide all required bonding and insurance coverage throughout the duration of the ATP.

5. Impeding Competitive Bid Process. The Homeowner shall not impede or interfere with the Joint Venture's and/or Contractor's ability to select approved product manufacturers and subcontractors in the preparation of their bid submittals. To insure a competitive bid environment, the Homeowner is prohibited from negotiating with either product manufacturers and/or subcontractors with the Joint Venture and/or Contractor. Failure of the Homeowner to comply with this provision may, at the option of the Acoustical Treatment Consultant in its sole discretion, may result in disqualification from the ATP.

6. Construction Contract. After all bids have been submitted, the Joint Venture will award the contract for the Acoustical Treatment to the lowest responsive, responsible bidder from the bids submitted by the Contractors. The contract will require the Contractor to complete the Acoustical Treatment within a defined thirty (30) calendar day period commencing upon the start of construction. Furthermore, the Contractor will have the flexibility to schedule the defined thirty (30) calendar day construction period with the written approval of the Joint Venture.

7. Impeding Construction. At any time after the Design Meeting, the Homeowner shall not impede construction or alter construction schedules. In the event the Homeowner wrongfully impedes construction or alters the construction schedule, the Homeowner shall be liable to the City for any and all damages and increased costs related thereto.

8. Safe Working Environment. The Homeowner shall be responsible for providing and maintaining a safe working environment for the City, Acoustical Treatment Consultant, Joint Venture, Airport Staff, Contractors, subcontractors, suppliers and City and State Inspectors. Throughout all phases of construction and testing of the Acoustical Treatment, the Homeowner shall be responsible for:

(a) Providing a working environment that is free from potential health risks, biohazard conditions, hazardous chemicals, obstacles, weapons of any kind and/or explosives; and

(b) Refraining from verbal abuse and/or profanity; and

(c) Refraining from aggressive physical contact; and

(d) Insuring that all pets are completely secured and contained.

In the event the Homeowner fails to maintain a safe working environment, the ATP process may, at the Acoustical Treatment Consultant's discretion, be temporarily suspended at any time. In such event, the Acoustical Treatment Consultant shall notify the Homeowner in writing, describing the corrective action(s) and/or condition(s) required to be completed or performed by the Homeowner prior to the Acoustical Treatment Consultant's resuming the ATP process. In the event the Acoustical Treatment process is not resumed due to the Homeowner's failure to immediately complete the corrective action(s) and/or condition(s) required by the Acoustical Treatment Consultant and/or Joint Venture, the Homeowner shall be liable to the City of San Antonio for any and all damages and increased costs related thereto.

9. Construction Delays. During the construction period, the Contractor may experience unforeseen complications relating to the installation of windows, doors, insulation, mechanical systems, ductwork, electrical systems, vent treatment installations and related items. The construction contract shall provide that delays related to these unforeseen complications are beyond the control of the Contractor and shall be excused by the Joint Venture in its sole discretion so that the time for completion may reasonably be extended. Construction schedules may also be revised by the Joint Venture if there is a delay in awarding of the contract.

10. Changes to Scope of Work. The Acoustical Treatment Consultant and the Joint Venture reserve the right to make changes to the plans and specifications and the Acoustical Treatment, at their sole discretion, at any time during the ATP process.

11. Acceptance of Work. Upon completion of the Acoustical Treatment, the Joint Venture shall inspect the Acoustical Treatment to assure completion in accordance with the terms of the contract. The Acoustical Treatment Consultant and/or Joint Venture retain sole discretion and authority on ATP conformance and performance issues as they relate to ATP Contractors, subcontractors, suppliers, and acoustic design.

12. Termination of Agreement. The Homeowner understands that the signing of this Work Agreement initiates both the BID and CONSTRUCTION PHASES of the ATP. Therefore, if the Homeowner attempts to terminate this Agreement or otherwise wrongfully impedes the progress of the performance of the Acoustical Treatment after the award of the construction contract, the Homeowner will be liable to the City of San Antonio for any and all damages and increased costs caused thereby.

13. Warranties. Neither the Acoustical Treatment Consultant nor the Joint Venture represents or warrants the level of noise reduction that the Homeowner will experience within the Property as a result of the Acoustical Treatment to be performed as part of the ATP.

The Joint Venture agrees that its contract with the Contractor will provide for standard one-year warranties for all materials and workmanship. Such one-year warranty period shall commence as of the time of final completion of all Acoustic Treatments. In addition, the Joint Venture will provide the Homeowner with copies of the warranty policies for all products used in the construction of the Acoustical Treatment. The Homeowner understands that the warranty policies for products used in the construction of the Acoustical Treatments differ among product manufacturers. **THE JOINT VENTURE DOES NOT WARRANT TO THE HOMEOWNER EITHER THE MATERIALS OR WORKMANSHIP RELATING TO THE ACOUSTICAL TREATMENTS;** however, in certain instances as described herein, the Joint Venture, through the ATP, agrees to assist the Homeowner in resolving product or construction warranty issues.

In the following instances, the Homeowner shall contact the Joint Venture and the Joint Venture shall use reasonable efforts to assist the Homeowner in resolving the product or construction warranty issue(s):

(a) If the Homeowner believes that warranty service is required with respect to construction warranty issues, the one-year warranty period for the general contractor *has not* expired; and

(b) If the Homeowner believes that service is required with respect to product warranty issues, the advertised warranty period for the product *has not* expired, and the manufacturer of the product(s) has ceased business operations or is otherwise no longer active in the industry.

In the following instances, the Homeowner shall be solely responsible for, and agrees to contact the general contractor or product manufacturer directly to coordinate any required warranty service and agrees to look solely to the general contractor or the product manufacturer for fulfillment of all warranties and for resolution of all product or construction warranty issue(s):

(i) If the Homeowner's inquiry is not directly related to either construction warranties or product warranties (such as window cleaning or product maintenance) regardless of whether the Homeowner's inquiry arises during the one-year warranty period from the general contractor or thereafter;

(ii) If the Homeowner believes that warranty service is required with respect to construction warranty issues, the one-year warranty period from the general contractor *has* expired;

(iii) If the Homeowner believes that service is required with respect to product warranty issues, the advertised warranty period for the product *has not* expired, and the manufacturer is currently conducting its business; and

(iv) If the Homeowner believes that service is required with respect to product warranty issues, and the advertised warranty period for the product *has* expired.

14. Pre-Existing Deficiencies. The Acoustical Treatment Consultant will conduct a House Inspection Visit to search for the presence of pre-existing deficiencies which could include, but not be limited to, structural deficiencies, code deficiencies, moisture deficiencies, mold deficiencies, environmental deficiencies and health and safety deficiencies. If identified and documented (text and photos), the Acoustical Treatment Consultant will classify the observed pre-existing deficiency as either a "minor" deficiency or "severe" deficiency. In the event that the Acoustical Treatment Consultant identifies "minor" deficiencies, the Homeowner will be required to sign a Pre-Existing Deficiency Release, which will forever release the Acoustical Treatment Consultant and/or Joint Venture and/or City of any and all claims related to the deficiency. In the event that the Acoustical Treatment Consultant and/or Joint Venture identifies "severe" deficiencies, the Homeowner will be suspended from participation in the Acoustical Treatment process until corrections to the deficiencies have been made to the satisfaction of the City of San Antonio.

15. Suspension of Construction. The Acoustical Treatment process may be temporarily suspended at any time during the construction phases upon discovery of any "severe" pre-existing deficiencies discovered by the Joint Venture or the Contractor during the construction period. Construction will not resume until the Homeowner has corrected all related problems to the satisfaction of the Joint Venture. In the event that "severe" deficiencies are

uncovered during the construction period, the Homeowner shall notify the Acoustical Treatment Consultant within fourteen (14) calendar days as to their intentions with regard to resolving said deficiencies. If the "severe" deficiencies are not corrected in a timely manner, the Homeowner will be liable to the City for any and all damages due to delay and/or stoppages of the work.

16. Homeowner's Release. Simultaneously with the execution of this Agreement, the Homeowner shall execute and deliver to the Acoustical Treatment Consultant on behalf of the City the Homeowner's Release attached hereto as Exhibit C.

17. Limitation on Alterations to the Property. The Homeowner agrees not to make alterations to the Property from the date upon which the Acoustical Treatment Consultant conducts the "Design Visit" at the Property until the Acoustical Treatment has been completed. Exceptions to this rule must be pre-approved in writing by the Acoustical Treatment Consultant. Failure to adhere to this requirement may, at the option of the Acoustical Treatment Consultant in its sole discretion, result in an immediate suspension of the construction or installation of the Acoustical Treatment on the Property. The Homeowner will be liable to the City of San Antonio for all costs associated with unapproved alterations and damages related thereto.

18. Cooperation. As reasonably requested, the Homeowner shall cooperate with the Contractor in the performance of all phases of the Acoustical Treatment including, but not limited to, the moving of furniture, removal and reinstallation of drapery treatments and wall hangings as necessary.

19. Additional Services from Contractor Prohibited. The Homeowner shall not contract with the Contractor to repair any Pre-existing Deficiencies or perform any other services at the Property on the Homeowner's own behalf during the period when the Contractor is under contract with the Joint Venture to perform the Acoustical Treatment.

20. Use of Existing Facilities. The Homeowner shall permit the Contractor the use, at no cost to the Contractor or the Joint Venture, existing utilities such as light, heat, power and water necessary to carry out the Acoustical Treatment.

21. Access. The Acoustical Treatment Consultant will schedule approximately six (6) ATP visits prior to construction. At scheduled times and/or upon not less than twenty-four (24) hours advance notice, the Homeowner agrees to provide to the City, Acoustical Treatment Consultant, Joint Venture, Contractors, subcontractors, suppliers, City and State inspectors access to the Property to perform these ATP visits, including House Inspection Visit, Design Visit, Design Review, Pre-Bid Open House, Measurement Visit, Pre-Construction Visit, Construction Period and optional pre/post acoustic testing and other necessary visits. The Homeowner agrees that access to the Property for purposes of construction will be available to the Contractor and its subcontractors between the hours of 8:00 AM and 5:00 PM each day of construction, unless otherwise agreed to by the Homeowner and the Contractor. The Homeowner agrees to allow the Contractor to place a lock-box on the Property from the time of the Pre-Construction Visit through Final Completion Inspection. The Homeowner further agrees to provide a key (to the Property) to be placed in the lock-box to be utilized by the Contractor for access to the Property during all phases of the construction process.

22. Title Examination. The Acoustical Treatment Consultant shall obtain, at its sole cost and expense, a Title Insurance Commitment (the "Commitment") relating to the Property.

23. Permission to Contact Lenders. The Homeowner hereby permits the Acoustical Treatment Consultant to contact directly any and all parties holding mortgage lien(s) against the Property (the "Lenders") to inform such Lenders of the Avigation Easement.

24. Cooperation in Clearing Title. Prior to the signing of this contract, the Homeowner shall cooperate with the Acoustical Treatment Consultant in order to (i) correct any title defects affecting the Property which are disclosed by the Commitment and in the sole determination of the Acoustical Treatment Consultant may serve to invalidate the Avigation Easement, and (ii) secure the written consent of any and all Lenders to the Homeowner's conveyance of the Avigation Easement to the City if the Acoustical Treatment Consultant determines that it is necessary or desirable to do so (collectively, the "Title Matters"). If, prior to the commencement of the Acoustical Treatment, the Acoustical Treatment Consultant, in its sole discretion, determines that the Title Matters affecting the Property will not permit the valid conveyance of or invalidate the Avigation Easement, this Agreement shall be null and void, and the Avigation Easement and ATP participation shall be terminated.

25. Federal Assurance. As required by the Federal Aviation Administration (Order 5100.38B, paragraph 707), the Homeowner agrees to the following provisions:

(a) The Homeowner shall subject the Acoustical Treatment on the project to such inspection and approval during the construction or installation of the Acoustic Treatment and after completion of the measures may reasonably be requested by the Joint Venture.

(b) After final completion of the Acoustical Treatment, the Homeowner shall assume responsibility for maintenance and operation of the items installed, purchased or constructed under this Agreement. Neither the Federal Aviation Administration, City, Acoustical Treatment Consultant nor the Joint Venture bears any responsibility for maintenance and operation of these items.

(c) If Federal funds for the Acoustical Treatment are provided by the Acoustical Treatment Consultant to the Homeowner, the Homeowner shall agree to maintain and make available to the Acoustical Treatment Consultant, upon reasonable request, records disclosing the amount of funds received and the disposition of these funds.

26. Matching Existing Stain Colors. Acoustical Treatment may occasionally involve the replacement of existing window wood trim and prime wood doors. The Joint Venture will have sole authority in the approval of the Contractor's stain match.

27. Reduction of Fresh Air Infiltration. The Acoustical Treatment (which may include window and door treatments, addition of wall and attic insulation and vent baffling) should provide a greater sealing of the building envelope ("tighter" home) and will reduce infiltration of fresh air into the house.

The Homeowner understands that, during the Design Visit, the Acoustical Treatment Consultant will evaluate ventilation properties and characteristics in order to develop the Acoustic Treatment design. The Homeowner understands that the Acoustic Treatment design will not consider the effect of operating fireplaces and venting of gas appliances; will not evaluate the operation of fireplaces; nor consider interior humidity levels generated by the Homeowner. In addition, the Acoustical Treatment Consultant does not guarantee the drafting effectiveness and venting systems of gas combustion appliances in the home.

The Homeowner has read and understands the "Tight House Tip" information pamphlet provided to the Homeowner, including information regarding the operation of fireplaces and home moisture problem prevention. The Homeowner understands and assumes responsibility for all ongoing maintenance requirements of gas combustion appliances and fireplaces, and assumes responsibility for maintenance of pre-existing interior moisture and humidity levels, as well as all resulting problems. The Homeowner also agrees to assume full responsibility for any reoccurrence and worsening of pre-existing moisture problems and/or interior humidity levels in the home. In addition, the Homeowner agrees to assume full responsibility of the maintenance and operation of all gas appliances, fireplaces and venting after the Acoustical Treatment is complete.

28. Ventilation Inspection Process. During the Final Inspection process, the Joint Venture or the Project Manager may test for gas appliance carbon monoxide (CO) and spillage levels, appliance venting and vent pressure levels, duct leakage and/or attic insulation adequacy.

29. Salvage of Doors, Windows & Equipment. If the Homeowner desires to retain any of the material removed from the Property as a result of the Acoustical Treatment, the Homeowner shall arrange for the salvage of said materials directly with the Contractor at the Homeowner's risk and expense. Neither the Acoustical Treatment Consultant nor the Joint Venture assumes any responsibility for the condition of the material or surrounding surfaces as a result of the owner-requested salvage. The Homeowner and the Contractor shall, prior to the commencement of construction, agree upon and execute a document listing those items to be salvaged. In the absence of such a written agreement, all items shall become the property of the Contractor. Materials not listed for salvage by the Homeowner shall become the property of the Contractor.

30. Required Property Insurance. The Homeowner agrees to maintain a homeowner's insurance policy for the duration of the construction of the Acoustical Treatment. The Homeowner agrees to provide the Acoustical Treatment Consultant, prior to the commencement of any construction, a copy of the policy, a certificate of insurance, or a declaration page evidencing that such policy is in effect. The Homeowner understands that, following substantial completion and acceptance of the work by the Joint Venture, builder's risk insurance ceases to cover property on the Property and that it is advisable for the Homeowner to obtain insurance to cover any value added to the Property by the ATP.

31. Timing and Effects of Construction. The Homeowner understands that the construction itself may exceed thirty (30) calendar days. The Homeowner also understands that the construction may involve substantial inconvenience and could generate significant quantities of dust and debris rendering portions of the Property uninhabitable for extended periods of time.

32. ATP Policy Statements. Consistent with the ATP and/or Federal Aviation Administration Part 150 directives, the Acoustical Treatment Consultant has developed a series of ATP Policy Statements outlining construction and eligibility restrictions. The Homeowner understands that prescribed Acoustical Treatment will be consistent with the ATP Policy Statements provided to the Homeowner by the Acoustical Treatment Consultant (see Exhibit E).

33. Sale of Property. In the event the Homeowner sells, conveys or otherwise transfers title to the Property before the completion of all phases of the Acoustical Treatment (including House Inspection Visit, Design Visit, Design Review Meeting, Pre-Bid Open House, Final Measurement Visit, Pre-Construction Visit, Construction Period and Final Testing), the Homeowner hereby agrees to provide the buyer with a copy of this Agreement prior to the closing on the sale, conveyance or other transfer, and to transfer all of the Homeowner's responsibilities and obligations under this Agreement, the Construction Contract and all related agreements and documents, to the buyer as a condition of the purchase, conveyance or other transfer of the Property.

34. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the Homeowner, his heirs, personal representatives, successors and assigns, and the Acoustical Treatment Consultant, its successors and assigns.

35. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further or succeeding breach of the same or any other term, covenant or condition hereof.

36. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

37. Amendment. This Agreement shall not be modified or amended, except by a writing executed and delivered by the Homeowner and the Acoustical Treatment Consultant or their respective heirs, personal representatives, successors and assigns.

38. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Homeowner and the Acoustical Treatment Consultant  
have executed this Agreement as of the day and year first above written.

HOMEOWNER:

\_\_\_\_\_  
«Owner\_Name\_1»

\_\_\_\_\_  
«Owner\_Name\_2»

ACOUSTICAL TREATMENT  
CONSULTANT:

By: \_\_\_\_\_

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

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

CALP-THC Partnership

By: \_\_\_\_\_

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

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

Exhibit A

**LEGAL DESCRIPTION OF THE PROPERTY**  
**(From Official Records of Bexar County, Texas)**

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[Attached]

Exhibit B

**ACOUSTICAL TREATMENT FOR THE PROPERTY**

**Homeowner Name**

**Address**

**Project Number**

**Date**

This exhibit will represent the Acoustical Treatment Design Package for an eligible home that includes the various Acoustical Treatment developed by the Acoustical Treatment Consultant with a goal of reducing the interior environment of a home by at least 5 decibels.

*For example, a typical ATP improvement package may include some of the following categories:*

- Architectural drawings
- Replacement window schedule
- Replacement door schedule
- Mechanical modifications
- Electrical modifications
- Ventilation modifications
- Cellulose insulation modifications

Addendum to Exhibit B

**ACOUSTICAL TREATMENT FOR THE PROPERTY  
ADDITIONAL DESIGN REVISIONS**

**Homeowner Name**  
**Address**  
**Project Number**  
**Date**

As a result of discussions that occurred at the Design Review Meeting between the Acoustical Treatment Consultant and Homeowner(s), the following is a summary of additional design revisions and/or homeowner requirements agreed by all parties:

**I. DESIGN PACKAGE REVISIONS**

The following is a summary of additional design revisions made by the Acoustical Treatment Consultant. These revisions, in combination with the Acoustic Treatment presented at the Design Review Meeting, will represent the final Acoustical Treatment Design Package:

*(list design revisions here, if any)*

**II. ADDITIONAL HOMEOWNER REQUIREMENTS**

Due to additional design observations from the Acoustical Treatment Consultant, the following is a summary of additional homeowner requirements that must be completed before the start of construction:

*(list additional Homeowner requirements, if any)*

**SIGNATURES**

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
date

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
date

Exhibit C

**ACOUSTICAL TREATMENT ATP  
HOMEOWNER'S RELEASE**

(With Acoustical Treatment Agreement)

In consideration of the compensation to be paid on behalf of the City of San Antonio by the Acoustical Treatment Consultant for the Acoustical Treatment of my house located at «Property\_Address», «Property\_City», «Property\_State», «Property\_Zip», (the "Property"), I, the undersigned, forever release, remise, discharge and covenant not to sue the City, Acoustical Treatment Consultant, Joint Venture, Contractors, or sub-contractors concerning any and all claims, demands, damages, actions or causes of action of whatsoever kind and nature on account of bodily injuries/death, damage to property, contractual liability, fines and penalties and the consequences thereof, and any of the foregoing which may accrue to myself, my heirs, personal representatives, successors and assigns, whether caused by the Contractor completing the Acoustical Treatment, as such term is defined in the Agreement between myself and the Acoustical Treatment Consultant, or otherwise, in connection with or arising out of the Acoustical Treatment of the Property or the presence of any Pre-existing Deficiencies (as hereinafter defined) at the Property for which I might otherwise assert said Acoustical Treatment Consultant and/or Joint Venture, or any of its officers, agents, employees, or consultants to be legally liable.

At the time of this contract, any violations of any City, County or State codes and any other pre-existing defects in the architectural, structural, mechanical or electrical systems in the Property (collectively, the "Pre-existing Deficiencies"), shall not be corrected by the Acoustical Treatment Consultant and/or Joint Venture, and will not be subject in any part to the ATP Agreement.

THE CORRECTION OF ANY VIOLATIONS OF ANY CITY, COUNTY OR STATE CODES AND ANY OTHER PRE-EXISTING DEFECTS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNER. Prior to the Contractor's beginning the Acoustical Treatment of the Property, the Homeowner shall properly correct any pre-existing deficiencies which may prevent the Contractor from performing the Acoustical Treatment of the Property.

I hereby agree that the terms and provisions of this Homeowner's Release shall be binding upon and inure to the benefit of, myself, my heirs, personal representatives, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

SIGNED:

\_\_\_\_\_  
«Owner\_Name\_1»

\_\_\_\_\_  
«Owner\_Name\_2»

Exhibit D

**TENANT'S RELEASE**

The undersigned ("Tenant"), hereby acknowledges that my Landlord has disclosed to me that Landlord made and entered into that certain Work Agreement by and between the Acoustical Treatment Consultant, the CALP-THC Partnership the "Joint Venture") and \_\_\_\_\_ ("Landlord") dated \_\_\_\_\_, 200\_\_\_\_ to participate in the ATP; and, as part of the ATP, the Landlord has elected to permit Acoustical Treatment to the Property as more particularly described in the Agreement.

In consideration of the possible payments to be made by the Acoustical Treatment Consultant for the Acoustical Treatment to the Property located at \_\_\_\_\_,

I hereby acknowledge, consent to and understand that Landlord has the right to grant access to the Property and my residence to Contractors or other designees of the Acoustical Treatment Consultant and/or Joint Venture in order to inspect the Property and provide Acoustical Treatment to the Property. I further acknowledge and agree that access to my unit will be available to contractors or other designees of the Acoustical Treatment Consultant, Joint Venture and/or Contractor between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise agreed to by my landlord and the Acoustical Treatment Consultant and/or Joint Venture.

Tenant acknowledges and agrees that the City, Acoustical Treatment Consultant and Joint Venture, and their officers and employees shall not be liable and further waives all claims for expenses and damages, for any injury (including death) to any person or for damage to or loss of any real or personal property sustained, or alleged to have been sustained, as a result of or in connection with any work undertaken as any and all processes of the ATP. Tenant shall indemnify and hold the City, Acoustical Treatment Consultant and Joint Venture harmless from all liability and expense in connection with all claims, suits and actions brought against the City, Acoustical Treatment Consultant and Joint Venture for injuries, deaths, or damages sustained in connection with or as a result of any work undertaken as part of the ATP, except where such injuries, deaths, or damages are caused by the negligence of the City, Acoustical Treatment Consultant and Joint Venture. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the ATP, or under any judgment obtained against Acoustical Treatment Consultant and/or Joint Venture, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of City, Acoustical Treatment Consultant and Joint Venture, officers, employees or agents, as such, past, present and future) for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the City, Acoustical Treatment Consultant and Joint Venture. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any City, Acoustical Treatment Consultant and Joint Venture, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to City, Acoustical Treatment Consultant and Joint Venture, or any

receiver therefore or otherwise of any sum that may remain due and unpaid by City, Acoustical Treatment Consultant and Joint Venture is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

I hereby agree that the terms and provisions of this Tenant's Agreement shall be binding upon, and inure to the benefit of, myself, my heirs, personal representatives, licensees, invitees, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

SIGNED:

\_\_\_\_\_  
Tenant 1

\_\_\_\_\_  
Tenant 2

## Exhibit E

### ATP POLICY STATEMENTS

1. Air Conditioning: General Restrictions. While providing cooling to your home as part of the ATP design process, the following limitations and restrictions will apply to all homes. During development of the final air conditioning plan, the Acoustical Treatment Consultant and/or Joint Venture WILL NOT:

- (a) Penetrate load-bearing poured concrete walls, concrete block walls and pre-cast concrete ceilings in garages.
- (b) Modify or remove or any structural member to run new ductwork.
- (c) Install ductwork through slab on grade floors.
- (d) Air condition non-living spaces such as garages, storage rooms, utility rooms, etc.
- (e) Install ductwork inside existing finished walls.
- (f) Install supply branch ductwork with long runs and numerous elbows that may restrict air flow.
- (g) Install ductwork on the exterior of the home.
- (h) Install supply ducts to areas which would be already adequately cooled by cool air coming from adjacent area or rooms. (Note: Supply ducts are not always provided in each room.)
- (i) Extend new ductwork runs unnecessarily due to Homeowner restrictions on using closet or living space for necessary duct chase or equipment locations.
- (j) Install booster fans inside supply ducts to increase airflow.
- (k) Provide soffits for existing exposed ductwork.
- (l) Provide multiple thermostats and zoned cooling of central A/C systems.
- (m) Correct electrical deficiencies found in a home.
- (n) Replace water heaters (unless initially prescribed due to ventilation concerns).

2. Wood Door Limitations. All approved products used in the ATP have specific warranties. The manufacturer's warranty on prime wood doors is very restrictive and typically covers defects in workmanship and materials for a period of two (2) years for oak and five (5) years for pine. Since a wood prime replacement door is made of organic materials, homeowners should be aware of the following complications that may arise due to seasonal and environmental changes:

(a) Wood doors are subject to expansion and contraction due to humidity levels in the air which may affect the operation of a wood prime door. Consequently, during humid weather, wood grain will absorb moisture and expand, making it difficult for doors to open and close properly. It is important to note that this normal movement of the wood grain due to humidity levels is not a condition that is covered by the product manufacturer or the product warranty.

(b) Wood doors are subject to splitting and cracking due to expansion and contraction. This condition is not a condition that is covered by the product manufacturer or the product warranty.

(c) Wood doors are subject to deterioration caused by termite infestation. This condition is not a condition that is covered by the product manufacturer or the product warranty.

(d) The manufacturer's product warranty does not cover wood grain inconsistency, stain absorption inconsistency or moisture absorption and retention.

Therefore, Homeowners selecting a prime wood door should understand and accept the above concerns and limitations. Furthermore, homeowners will be required to release the City, Acoustical Treatment Consultant and/or Joint Venture from responsibility of any problems or issues that may occur, directly or indirectly, in relation to prime wood doors.

3. Operation of Fireplaces. After acoustical treatments have been provided, the homeowner is completely responsible for providing adequate air for fireplaces. As many people who are moving into new, energy efficient homes are discovering, conventional, old fashioned fireplaces may not work as well in a tighter home. For some homeowners in the program, their fireplaces may have never worked well. For others, the changes made to the home may result in diminished fireplace effectiveness. This occurs due to the fact that tighter homes have a greater potential for experiencing negative pressure events.

If you do not have a combustion air intake for your fireplace, you must open an appropriate window or door to provide combustion air for the fire. Failure to open a window or door could result in either backdraft smoking or carbon monoxide poisoning. When a house is tight and/or there is not an adequate combustion air intake for the fireplace, the fire will draw air from the house. This creates a negative pressure situation in the house. Combustion products (which may include carbon monoxide) from gas appliances (furnaces, hot water heaters, space heaters, etc.) can be drawn into the house instead of going up and out the chimney. This effect is called backdrafting. Backdrafting often occurs when a fireplace is used.

4. Rooms or Spaces Not Eligible for Acoustical Treatment. Due to Federal Aviation Administration restrictions and/or regulations, the ATP will not provide acoustical treatment to the following rooms and or spaces:

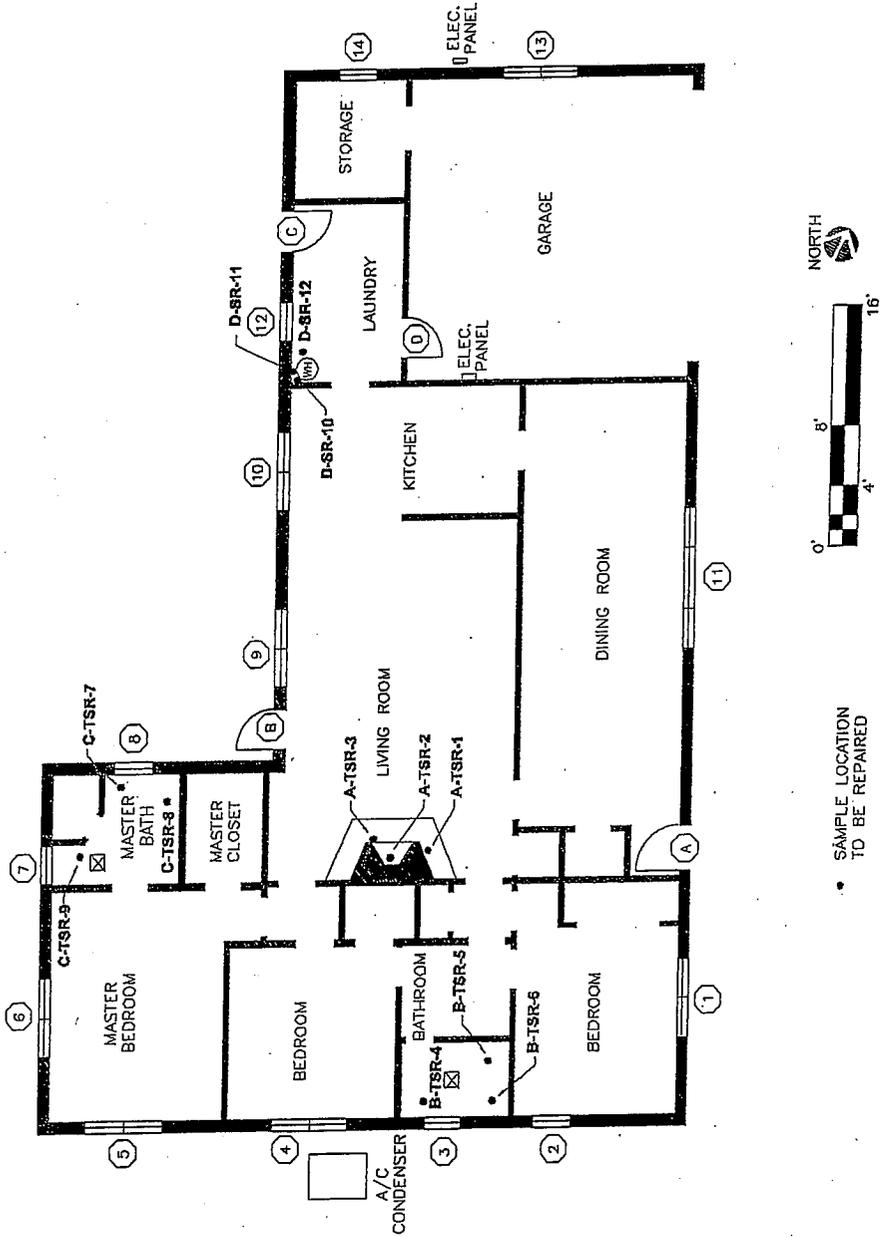
- (a) Unfinished Rooms (rooms without heating, cooling, finished ceilings, finished walls, and/or finished floors);
- (b) Finished Rooms not meeting Code or Residential Construction Standards;
- (c) Sunrooms and Porches;
- (d) Garages;
- (e) Rooms or spaces not connected to the house structure;
- (f) Utility rooms; and/or
- (g) Storage rooms.

**SCOPE OF WORK DOCUMENTS**

**EXHIBIT B**

**HOMEOWNER WORK AGREEMENT)**

**FLOOR PLAN**



CONTRACTORS ARE RESPONSIBLE FOR ALL CONSTRUCTION COSTS, EXCLUDING THE PROCUREMENT OF THE WINDOWS, DOORS, AND SKYLIGHTS. FOUND IN ATP CONSTRUCTION SPECIFICATIONS DETAIL SECTION; DS-1.1, DS-1.2, WS-1.1. CONTRACTORS ARE RESPONSIBLE FOR FIRE-RATED DOOR COSTS, INCLUDING PROCUREMENT.

**SCOPE OF WORK**

**Building Info:**

Building Area - 2,488 Sq. Ft.  
 Treatable Area - 1,833 Sq. Ft.  
 Ext Finish u.n.o.- Brick/Siding  
 Interior Finish u.n.o.- GWB/Paneling  
 Roof Type - gabled  
 Roof Material - Asphalt

**Windows Info:**

Number - 14  
 Material - Aluminum

**Doors:**

Number - 4  
 Material - Wood

**Electrical:**

Panel Type: 200A Existing  
 Add 1-20A/IP Circuit

**Mechanical:**

HVAC Notes: N/A  
 Exhaust Fans: 2

**Plumbing:**

Water Heater: REPLACE WITH 40 GAL / 40K Btu/H.

**Acoustic Modifications:**

Gable Vents: - N/A  
 Soffit Vents: - 6 SF WITH CHUTES  
 Exhaust Fan: 2  
 Access Panels: - N/A  
 Mail Slot: - N/A  
 Insulation: 1 1/2" +/-  
 Furnace Rm Enclosure: add 6" diam.  
 Combust. Air Duct. Seal penetrations



MURRAY WATERS, INC.  
 CONSULTING ENGINEERS AND ARCHITECTS  
 10000 N. LOOP WEST, SUITE 1000  
 HOUSTON, TEXAS 77037  
 713-777-1138



CITY OF SAN ANTONIO  
 RESIDENTIAL ACUSTICAL  
 TREATMENT PROGRAM  
 DATE: 04/09/06  
 DRAWN: RG  
 CHECKED: GDH

HOME OWNER INFO:  
 SMITH  
 12345 MAIN STREET  
 ACCESSORS PARCEL NUMBER:  
 01-100

SHEET NO:  
 D1.1



# WINDOW NOTES

## STANDARD SCHEDULE NOTES

### GENERAL NOTES

- THESE CONSTRUCTION DOCUMENTS ARE TO BE USED IN TANDEM WITH THE SPECIFICATIONS AND ATP POLICIES.
- ADHERE TO ALL VENDOR SPECIFICATIONS REGARDING INDIVIDUAL PRODUCTS AND INSTALLATION PROCEDURES
- COMPLY WITH ALL 2009 IRC REQUIREMENTS

### WINDOW OPENING INFORMATION

- WINDOWS ARE NOT REQUIRED TO BE MODIFIED TO MEET ANY EGRESS REQUIREMENTS.
- CONTRACTOR IS TO VERIFY DIMENSIONS IN THE FIELD TO ACCOMMODATE FOR MANUFACTURERS' DIFFERENCES

### SAFETY GLAZING

- CONTRACTOR TO PROVIDE SAFETY GLAZING AS PER IBC 2003, SECTION 2406

### ALARM SYSTEMS

- ALL HOME ALARMS SHALL BE PROPERLY DISCONNECTED BY THE HOMEOWNER'S SPECIFIC ALARM COMPANY TO ALLOW THE INSTALLATION OF THE NEW ACOUSTIC WINDOW. THE CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATION AND SUBCONTRACTING WITH THE ALARM COMPANY. REFER TO CONSTRUCTION SPECIFICATION, DIVISION 0, ATP POLICY SECTION.

### OBSTRUCTIONS

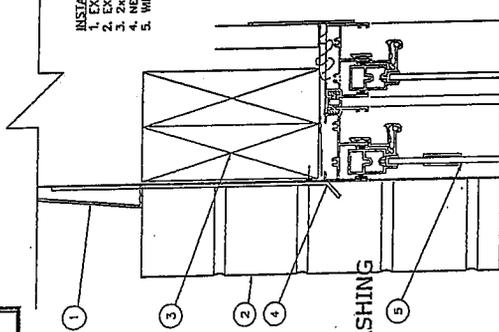
- WHEN THE TERM OBSTRUCTION HAS BEEN USED TO DESCRIBE AN EXISTING CONDITION, CONTRACTOR IS TO ASSUME THAT SAID OBSTRUCTION WILL IMPEDE WORK, AND THE PROTECTION OF THE OBSTRUCTION WILL BE NECESSARY FOR PROPER INSTALLATION OF THE NEW WINDOW.

APPLICABLE DETAILS ARE, BUT NOT LIMITED TO, THE FOLLOWING DRAWINGS FOUND IN THE ATP CONSTRUCTION SPECIFICATIONS:

- W-1.1
- W-1.2
- W-1.3
- W-2.1
- W-2.2
- DR-1.1
- GEN-8.1
- GEN-9.1
- ME-2.1

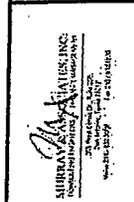
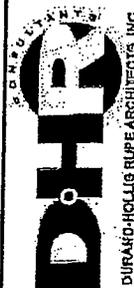
### INSTALLATION NOTES:

1. FINISH TO BE FINISHED TO MATCH EXISTING FINISH
2. 2X4 SOLID BLOCKING AS REQUIRED
3. NEW BREAK METAL FLASHING WITH DRIP EDGE
4. WINDOW AS SCHEDULED



## SPECIFIC WINDOW NOTES:

SPECIAL HEAD CONDITION REQUIRES ADDITIONAL BLOCKING AND FLASHING SEE DETAIL



CITY OF SAN ANTONIO  
RESIDENTIAL ACOUSTICAL  
TREATMENT PROGRAM  
DATE: 04/05/06

DRAWN: RG  
CHECKED: GDH

HOME OWNER INFO:  
SMITH  
12345 MAIN STREET  
ACCESSORS PARCEL NUMBER:  
01-100

SHEET NO:  
D1.3



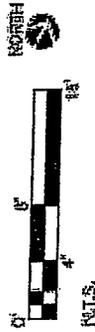
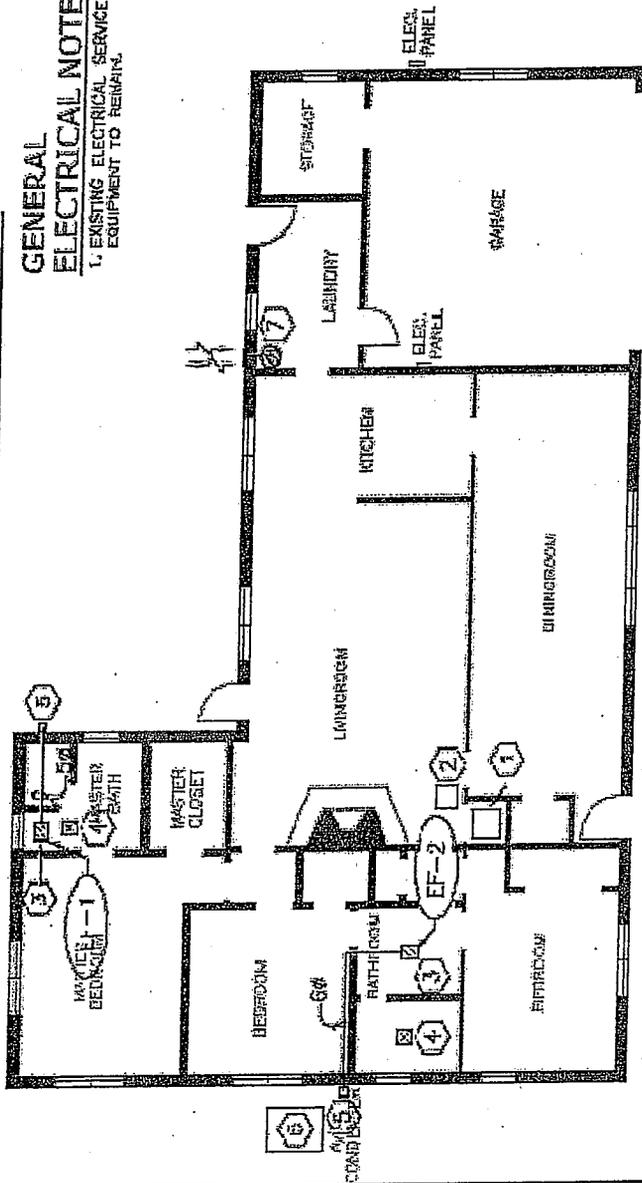
# MECHANICAL PLAN

## GENERAL ELECTRICAL NOTE

1. EXISTING ELECTRICAL SERVICE EQUIPMENT TO REMAIN.

## KEYED MECHANICAL NOTES

- 1) EXISTING FURNACE TO REMAIN. REMOVE FALLEN INSULATION BLOCKING COMBUSTION AIR OPENING AND SECURE TO ENSURE CONTINUED VIABILITY OF OPENING. SEAL ALL PENETRATIONS INTO CLOSET AND INTO RETURN FROM AIRTIGHT. REMOVE DOOR LOUVER AND REPAIR PENETRATION TO MATCH EXISTING WEATHERSTRIP CLOSET DOOR PER ATP REQUIREMENTS.
- 2) EXISTING GAS STOVE HEATER TO BE REMOVED. CAP GAS PIPE AT WALL AND SEAL PENETRATION TO MATCH EXISTING WALL.
- 3) NEW EXHAUST FAN AS SCHEDULED. REFERENCE SHEET D1.5 FOR ELECTRICAL CONNECTION & SWITCHING INFORMATION.
- 4) EXISTING CEILING MOUNTED RADIANT HEATER TO REMAIN.
- 5) ROUTE EXHAUST DUCT FROM FAN TO ENDCAP IN SOFFIT.
- 6) EXISTING CONDENSING UNIT TO REMAIN.
- 7) REPLACE EXISTING HOT WATER HEATER WITH RISEWELL MODEL Z10000 UNITS - 24" HI WALL HEATER DUCT THROUGH ADJACENT EXTERIOR WALL PER MANUFACTURER'S RECOMMENDATIONS.



EXHAUST FAN SCHEDULE	
MARK	EF-1
LOCATION	MASTER BATH
AIR QUANTITY (C.F.M.)	50
MAX. SONES	0.8
VOLTS	120
PHASE	1
HERTZ	60
REFERENCE NOTE	LS60
	LS60

	CITY OF SAN ANTONIO RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM DATE: 04/06/06	DRAWN: RG	HOME OWNER INFO: SMITH 12345 MAIN STREET ACCESSORS PARCEL NUMBER: 01-100	SHEET NO: D1.5
		 DURAND-HOLLERUPE ARCHITECTS, INC.	CHECKED: GDH	ACCESSORS PARCEL NUMBER: 01-100

# ACOUSTIC/ELECTRICAL MODIFICATIONS

## ACOUSTIC MODIFICATION

### Design Recommendations

**Space Heaters:** Cap the gas line to the following heater: Living room heater in front of furnace closet.

**Attic Insulation:** Depth of attic insulation in the following area(s) is less than 6": Entire attic. Add insulation to a depth of at least 6 1/2", est. 1833 SF. Owner to make attic accessible for insulation treatment.

**Attic Venting:** Existing attic venting does not meet code. Provide equivalent of 6 square feet attic venting high on roof with ridge vent or approved roof vent(s). Add minimum 14 soffit vent chutes to clear final insulation height. Space soffit vent chutes evenly at both eaves.

**Combustion Air For Confined Spaces:** The combustion air to the following confined space(s) is not acceptable: Living room furnace mechanical closet. Provide minimum 6" diameter metal combustion air duct. Extend duct minimum 6" above final attic insulation height and terminate in mechanical closet within 12" of ceiling. Do not screen ends of duct. Infill remaining openings in mechanical closet ceiling. Seal all significant air leaks between the confined space and the habitable area of the house, including a/c line set, gas line and low voltage wiring. Per program specifications replace mechanical closet door with new solid door with all hardware, or provide solid panel over inside face of door. Provide door threshold seal and door perimeter weather strip.

**Gas Water Heater/Furnace in Habitable Area:** Replace the gas water heater located in washer room with a gas power-vent, or electric water heater. The new heater shall have a tank size and input rate no less than the existing heater, 40 gal, 40K Btu/h.

**Moisture:** No apparent issues.

**Bath Exhaust Fans:** Two bathrooms each with re-circulating heat only ceiling fans. Install two new program compliant ceiling exhaust fans and vent individually out soffit or roof.

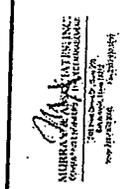
**Kitchen Exhaust Fan:** Kitchen hood fan exhaust into attic. Vent kitchen fan out roof deck.

**Other notes:** Water heater is between two windows. Inoperative gas furnace and air handler. No furnace combustion safety test. No test to determine if air handler causes excessive decrease in house pressure. Owner to fix or repair furnace to allow testing. Existing attic storage blocks attic insulation treatment.

**Sample Testing Locations:** The sample testing locations indicated on the plan may be required to be patched and painted (texture and paint color to match existing).

## ELECTRICAL NOTES

- PROVIDE 20A/1P CIRCUIT BREAKER IN EXISTING 200A SERVICE PANEL TO ACCOMMODATE NEW EXHAUST FANS. PROVIDE SWITCH ADJACENT TO DOOR FOR EACH EXHAUST FAN.
- REUSE EXISTING 20A/2P BREAKER FOR AC-1/HP-1 OR PROVIDE CIRCUIT BREAKERS AS REQUIRED.
- REFERENCE MECHANICAL SCHEDULES FOR NEW ELECTRICAL LOADS.



CITY OF SAN ANTONIO  
RESIDENTIAL ACOUSTICAL  
TREATMENT PROGRAM  
DATE: 04/06/06

DRAWN:  
RG

CHECKED:  
GDH

HOME OWNER INFO:  
SMITH  
12345 MAIN STREET  
ACCESSORS PARCEL NUMBER:  
01-100

SHEET NO:  
D1.6



## Residential Acoustical Treatment Program (ATP)

### Abbreviated Work Scope

Parcel No. 01-100

Bid Cycle No. 1

Homeowner: SMITH

Parcel Address: 12345 MAIN STREET

<u>SCOPE OF WORK</u>	<u>ITEM</u>
<u>Window Installations</u>	<input checked="" type="checkbox"/>
<u>Storm Window Installations</u>	<input checked="" type="checkbox"/>
<u>Prime Door Installations</u>	<input checked="" type="checkbox"/>
<u>Storm Door Installations</u>	<input checked="" type="checkbox"/>
<u>Sliding Patio Door Installation</u>	<input type="checkbox"/>
<u>French Door Installations</u>	<input type="checkbox"/>
<u>Bathroom Exhaust Ventilation</u>	<input checked="" type="checkbox"/>
<u>Combustion Air</u>	<input checked="" type="checkbox"/>
<u>Complete HVAC Installation</u>	<input type="checkbox"/>
<u>Furnace Enclosure Sealing</u>	<input checked="" type="checkbox"/>
<u>Furnace Enclosure Door Modification</u>	<input checked="" type="checkbox"/>
<u>Partial HVAC Installation or Modifications</u>	<input type="checkbox"/>
<u>Water Heater Replacement</u>	<input checked="" type="checkbox"/>
<u>Attic Insulation</u>	<input checked="" type="checkbox"/>
<u>Attic Ventilation</u>	<input checked="" type="checkbox"/>
<u>Attic Access Modifications</u>	<input type="checkbox"/>
<u>Wall Penetration Infill</u>	<input type="checkbox"/>
<u>Test Site Repairs</u>	<input checked="" type="checkbox"/>
<u>Painting / Staining (Trim, Doors, Walls)</u>	<input type="checkbox"/>
<u>Drywall Repair</u>	<input type="checkbox"/>
<u>Stone / Stucco Repair</u>	<input type="checkbox"/>
<u>Security Bar Release</u>	<input type="checkbox"/>

Durand-Hollis Rupe Architects, Inc.  
12758 Cimarron Path, Suite 126 San Antonio, Texas 78249  
T: 210.308.0080 F. 210.697.3309  
[office@dhrarchitects.com](mailto:office@dhrarchitects.com)

### MOISTURE RELEASE

Parcel: (number)

Homeowner Name

Homeowner Address

I, the above referenced homeowner, understand and hereby acknowledge the following:

**Description of Moisture Issue**

(SAMPLE LANGUAGE)

*The Homeowner recently replaced the roof due to past water infiltration and leakage. All roof cavities, insulation voids or thermal bridges may produce low inside surface temperatures that would be susceptible to moisture condensation and can produce mold growth. Imperfect air sealing can result in moisture condensation on the roof sheathing with delayed drying which can result in long-term structural damage. It was not possible to inspect the roof cavities and, since the work was recently completed, there is no current evidence of moisture infiltration. It is strongly recommended that all air leaks into the roof cavities to be sealed to reduce the possibility of moisture damage. Based on the past water infiltration and possible water absorption, It is strongly recommended to keep interior humidity levels below 35%. This can be accomplished by dehumidification.*

**Relationship of Moisture Issue to the Reduction or Air Infiltration**

We further understand that the sound insulation of our home will tighten up the envelope of the house making moisture difficult to escape, which may intensify the problem identified above. In consideration of this information, I hereby authorize the San Antonio Residential Acoustical Treatment Program (ATP) to provide the acoustical treatments to my home. I hereby release the Acoustical Treatment Consultant, Joint Venture, Contractor, San Antonio Residential Acoustical Treatment Program (ATP) and its representatives from liability of any problems or damage that may arise now or in the future in relation to the above stated condition.

Please sign and date on the lines provided below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Homeowner Name

\_\_\_\_\_  
Homeowner Name

**WOOD DOOR RELEASE****Parcel: (Parcel Number)****Homeowner Name****Homeowner Address**

All approved products used in the San Antonio Residential Acoustical Treatment Program (ATP) have specific warranties. The manufacturer's warranty on prime wood doors is very restrictive and typically covers defects in workmanship and materials for a period of two (2) years for oak and five (5) years for pine. Since a wood prime replacement door is made of organic materials, homeowners should be aware of the following complications that may arise due to seasonal and environmental changes:

1. Wood doors are subject to expansion and contraction due to humidity levels in the air which may affect the operation of a wood prime door. Consequently, during humid weather, wood grain will absorb moisture and expand, making it difficult for doors to open and close properly. It is important to note that this normal movement of the wood grain due to humidity levels is not a condition that is covered by the product manufacturer or the product warranty.
2. Wood doors are subject to splitting and cracking due to expansion and contraction. This condition is not a condition that is covered by the product manufacturer or the product warranty.
3. Wood doors are subject to deterioration caused by termite infestation. This condition is not a condition that is covered by the product manufacturer or the product warranty.

4. The manufacturer's product warranty does not cover wood grain inconsistency, stain absorption inconsistency or moisture absorption and retention.

Homeowners selecting a prime wood door must understand and accept the above concerns and limitations. I / We, the above referenced homeowner(s), have read the above information on exterior wood doors. Based on the concerns outlined herein,

I / We still elect to receive a wood replacement door(s) and hereby release and hold harmless the Acoustical Treatment Consultant, Joint Venture, Contractor, San Antonio Residential Acoustical Treatment Program (ATP) and their respective employees, agents, representatives, successors and assigns from responsibility of any problems or issues that may occur, directly or indirectly, in relation to the information stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Signature

# NOISE REDUCTION WAIVER

**Parcel: (number)**

**Homeowner Name**

**Homeowner Address**

We, the above referenced homeowners, have requested to waive the following recommended City of San Antonio Residential Acoustic Treatment Program acoustic modifications (the "Acoustical Treatment") identified by the Acoustical Treatment Consultant:

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The homeowner requests to waive the above Acoustical Treatment due to the following reason (*please check one*):

- existing unique architectural condition
- existing historical condition
- existing pre-existing deficiency concern

We hereby release the Acoustical Treatment Consultant from responsibility of providing the above recommended acoustic package design modification(s).

Furthermore, we acknowledge the possibility that the home may not meet the minimum noise reduction goal (in one or more of the rooms) by declining the recommended acoustic design package in its entirety.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Signature

**RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM (ATP)  
AVIGATION EASEMENT**

**CITY OF SAN ANTONIO  
PARCEL NO. «PARCEL\_NO»**

THIS AVIGATION EASEMENT (this "Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between THE CITY OF SAN ANTONIO, a municipal corporation organized and existing under the laws of the State of Texas (hereinafter referred to as the "City"), and «Owner\_Name\_1» and «Owner\_Name\_2», (hereinafter referred to as the "Homeowner").

**WITNESSETH:**

WHEREAS, the Homeowner is the sole record owner in fee simple of certain real property located in the City of San Antonio, State of Texas, and more particularly described on Exhibit A, which is attached hereto and hereby incorporated herein (the "Property"); and

WHEREAS, the City is the owner and operator of the San Antonio International Airport (the "Airport"), situated in the City of San Antonio, State of Texas, and in close proximity to the Property; and

WHEREAS, the City desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the Airport; and

WHEREAS, the Homeowner has heretofore agreed, and desires hereby, to grant to the City an avigation easement over, across and through the Property for such free and unobstructed flight of aircraft landing upon, taking off from, or maneuvering about the Airport in exchange for receiving acoustical treatments.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Homeowner agrees as follows:

1. Airspace. The airspace through which the easement and right-of-way are herein granted shall be that airspace located directly over and across the Property which lies at or above one hundred (100) feet above ground level (the "Airspace").

2. Grant of Easement for Passage of Aircraft. The Homeowner does hereby grant, bargain, sell, alien, convey, confirm, transfer and set over unto the City, its representatives, agents, licensees and employees for the use and benefit of the public, an easement and right-of-way for the free and unobstructed passage of aircraft in and through the Airspace, together with the right to cause in the Airspace such noise, vibrations, dust and fumes as may be inherent in the operation of such aircraft, now known or hereinafter used, for navigation of or flight in the Airspace and for use of the Airspace for landing on, taking off from, or maneuvering about the Airport.

3. Restrictions on Structures. The Homeowner does hereby expressly agree to restrict the height of structures, objects of natural growth and other obstructions of any kind or nature whatsoever on the Property to a height of not more than one hundred (100) feet above ground level. The Homeowner does hereby grant and convey to the City a continuing right and easement to take such action necessary to prevent the erection or growth of any structure, tree or other object into the Airspace, and to remove from the Airspace any and all structures, trees or other objects that may extend into the Airspace, together with the right of ingress to, egress from, and passage over the Property for such purposes. In addition to, and in no way limiting the generality of the foregoing, if any trees on the Property extend into the Airspace, the Homeowner does hereby grant unto the City the permission to reduce the height of such trees by cutting the tops of the trees.

4. Restrictions on Use. The Homeowner shall not hereafter use or permit or suffer the use of the Property in such a manner as to (i) interfere with the operation, development or maintenance of the Airport, (ii) create electrical interference with radio communication between the Airport and aircraft, or otherwise interfere with the operation of air navigation and communication facilities serving the Airport, (iii) make it difficult for pilots to distinguish between airport lights and other lights, (iv) result in glare in the eyes of pilots using the Airport, (v) impair the visibility in the vicinity of the Airport, or (vi) otherwise endanger the landing, taking off or maneuvering of aircraft.

5. Release. The Homeowner hereby releases the City from any and all claims, liability or causes of action against the City that the Homeowner has now or may have in the future on account of noise emanating upon the Property which may now or hereafter be incident to the non-negligent operation of aircraft landing on, taking off from, or maneuvering about the Airport.

6. Taxes and Assessments. The City shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the Property.

7. Successors and Assigns. This Agreement, including the easement and right-of-way granted hereby and each and every term, covenant and condition hereof, shall be binding upon the Homeowner and its heirs, personal representatives, successors and assigns, including without limitation each and every record owner from time to time of the Property or any other person having an interest therein, shall run with the land and shall inure to the benefit of the City and its successors and assigns.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further or succeeding breach of the same or any other term, covenant or condition hereof.

9. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

10. Amendment. This Agreement shall not be modified or amended, except by a writing executed and delivered by the Homeowner and the City or their respective heirs, personal representatives, successors and assigns.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Homeowner has executed this Agreement as of the day and year first above written.

HOMEOWNER:

\_\_\_\_\_  
«Owner\_Name\_1»

\_\_\_\_\_  
«Owner\_Name\_2»

STATE OF TEXAS                    )  
  ) SS.  
COUNTY OF BEXAR                )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, «Owner\_Name\_1» and «Owner\_Name\_2», to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Texas

My Commission  
Expires: \_\_\_\_\_

Exhibit A

Legal Description of the Property  
(From Bexar County Appraisal District)

[Attached]

**GENERAL CONTRACTOR SELECTION SHEET**

Parcel Number: \_\_\_\_\_

Homeowner(s): \_\_\_\_\_

Bid Cycle: \_\_\_\_\_

I / We have chosen to invite the following contractors to submit bids to complete the acoustical treatment modifications to the property located at:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

DATE

CONTRACTOR  
ADDRESS  
CITY, STATE ZIP

**RE: City of San Antonio Residential Acoustical Treatment Program  
Notice to Contractor of Selection by Homeowner and  
Notice of Pre-Bid Open House Appointment(s)  
Bid Cycle: (Number)**

Dear (Contractor Name):

This letter serves as notification that the homeowner(s) listed on the enclosed form have chosen your firm to bid on the acoustical treatment modifications to their home in Bid Cycle (**BID CYCLE NO.**).

Please be advised that the Pre-Bid Open House appointment(s) relating to the referenced homeowners have been scheduled within a four-hour period as identified on the enclosed Contractor Selection Report. This will provide an opportunity for you and your subcontractors to verify the work scope, collect all necessary information and establish existing conditions in order to prepare an accurate bid.

In accordance with the specifications and as a reminder, general contractors are required to perform at least 30% of the work using their own forces.

If you have any questions regarding the Pre-Bid Open House, please contact me at 210-824-1440.

Sincerely,

Cheryl Chamness  
Program Manager

Enclosure

**SUMMARY OF GENERAL CONTRACTOR SELECTIONS**  
**BID CYCLE NO. \_\_\_\_\_**

**NAME OF CONTRACTOR**

<u>Parcel No.</u>	<u>Homeowner Name</u>	<u>Parcel Address</u>	<u>Pre-Bid Open House</u>
PARCEL	NAME	ADDRESS	DATE AND TIME

**NAME OF CONTRACTOR**

PARCEL	NAME	ADDRESS	DATE AND TIME
--------	------	---------	---------------

**NAME OF CONTRACTOR**

PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME

**NAME OF CONTRACTOR**

PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME

**NAME OF CONTRACTOR**

PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME
PARCEL	NAME	ADDRESS	DATE AND TIME

**NAME OF CONTRACTOR**

PARCEL	NAME	ADDRESS	DATE AND TIME
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**NAME OF CONTRACTOR**

PARCEL	NAME	ADDRESS	DATE AND TIME
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Handwritten scribbles consisting of several overlapping, thick, black strokes. The strokes are irregular and appear to be a mix of letters or symbols, possibly including 'm', 'n', and 'B'. The strokes are thick and have a textured, brush-like appearance.

## Appendix F

- F-1 Description of Product Procurement Process
- F-2 Final Measurement Visit Schedule
- F-3 Final Measurement Walk Through Appointment Reminder
- F-4 Sample Window and Door Matrix Report (per Individual Manufacturer)
- F-5 Description of Bid Process
- F-6 Pre-Bid Open House Schedule
- F-7 Pre-Bid Open House Appointment Reminder
- F-8 Pre-Bid Open House Sign-In Sheet
- F-9 Bidder's Checklist
- F-10 Bid Form and Bidder's Certificate
- F-11 DBE Good Faith Effort Plan for Federally Funded Projects (DBE Form 1)
- F-12 DBE Letter of Intent for Federally Funded Projects (DBE Form 2)
- F-13 DBE Subcontracting Compliance Plan (DBE Form 4A)
- F-14 Bid Opening Summary
- F-15 Letter to Low Bidder Requesting Action Plan
- F-16 Tabulation of Bids As Awarded
- F-17 General Contractor Award Summary
- F-18 Bid Award Notification to City
- F-19 Letter to Contractor with Contract(s) for Execution
- F-20 Construction Contract
- F-21 Notice to Homeowner with Name of Successful Contractor
- F-22 Transmittal of Executed Contract(s) to Contractor

## DESCRIPTION OF PRODUCT PROCUREMENT PROCESS

Within the "design-build" format of the City of San Antonio ATP, the Acoustical Treatment Consultant will be responsible for the procurement, inventory and warehousing of all specialty products including custom-sized acoustic window and door products and security bars. These products will include, but not be limited to, the following product types:

- aluminum acoustic replacement windows
- vinyl/aluminum acoustic replacement windows
- exterior aluminum acoustic storm windows
- replacement exterior window security bars
- "solo" acoustic replacement prime doors
- steel replacement prime doors
- wood replacement prime doors
- exterior aluminum acoustic storm doors
- acoustic aluminum replacement French doors
- acoustic aluminum replacement sliding patio door
- acoustic skylight panels

All other miscellaneous materials required for the completion of ATP work will be purchased and provided by the general contractor. The ATP will procure custom-sized acoustic window and door products utilizing the steps outlined below.

### Design Visit / Design Development

- During the Design Visit, the Architect will identify the operational style, construction material and condition of all existing window and prime doors. Based on this information and communication with the homeowner, the Architect will determine the preferred acoustical window and door treatment types and styles.
- With this information, the Architect will develop a draft window and door schedule for each parcel containing product type, style, draft measurements, color, CAD drawing location identifier and specialty installation instructions.
- During the Design Review Meeting, the ATP and Architect will review this draft window and door schedule in detail with each homeowner in an effort to develop a final window and door schedule acceptable to all parties.

### **Final Measurement Visit**

- Once the Architect develops the final window and door schedule for each specific parcel, the ATC will coordinate the scheduling of the Final Measurement Visit at each home to obtain final window and door measurements.
- The homeowner need only provide access to the home for this visit – they are not required to be present during this visit.
- The final measurements of all specialty acoustic window and door products and security bars will be recorded by ATC staff on field documents supplied by the architect.
- The ATC will inform suppliers of the date of the visit (certain suppliers may wish to assist the ATC with the measurement process, at least initially).
- The homeowner is advised that the Final Measurement Visit will take approximately one (1) hour.
- The homeowner needs to provide access to all rooms.
- Homeowner inquiries, if any, must be referred to the ATC Homeowner Agent for response.

### **Development of Final Window & Door Schedules**

- Utilizing the final measurements supplied by the ATC, the Architect will develop the following window and door schedules for each ATP Monthly Bid Cycle:
  - Window and Door Schedules for each individual parcel;
  - Master Window Schedules representing individual specific window product type (i.e. acoustic aluminum, acoustic vinyl/aluminum, exterior aluminum storms, security bars) for all parcels within the ATP bid cycle.
  - Master Door Schedules representing individual specific door product type (i.e. "solo" acoustic steel, wood prime, steel prime, fiberglass prime, exterior aluminum storm, acoustic aluminum French and acoustic aluminum sliding patio) for all parcels within the ATP bid cycle.

**FINAL MEASUREMENT VISIT SCHEDULE**

**BID CYCLE \_\_\_\_\_**

**DATE**

<b>Time</b>	<b>Parcel #</b>	<b>Name</b>	<b>Address</b>	<b>Phone #</b>	<b>Agent</b>

**DATE**

<b>Time</b>	<b>Parcel #</b>	<b>Name</b>	<b>Address</b>	<b>Phone #</b>	<b>Agent</b>

**DATE**

<b>Time</b>	<b>Parcel #</b>	<b>Name</b>	<b>Address</b>	<b>Phone #</b>	<b>Agent</b>

**DATE**

<b>Time</b>	<b>Parcel #</b>	<b>Name</b>	<b>Address</b>	<b>Phone #</b>	<b>Agent</b>

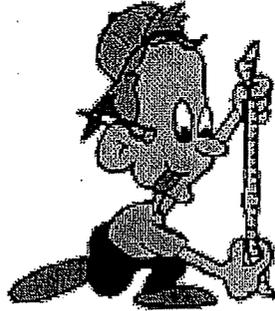
**DATE**

<b>Time</b>	<b>Parcel #</b>	<b>Name</b>	<b>Address</b>	<b>Phone #</b>	<b>Agent</b>

**DATE**

<b>Time</b>	<b>Parcel #</b>	<b>Name</b>	<b>Address</b>	<b>Phone #</b>	<b>Agent</b>

## FINAL MEASUREMENT WALK THROUGH APPOINTMENT REMINDER



Your final measurement visit appointment is scheduled for:

(Date)

---

- The Final Measurement Walk Through appointment will take place at your home.
- This appointment will take approximately 1 hour.
- At least one homeowner or representative for the property must be present at this visit

### WHAT TO PROVIDE

- Access to all rooms.

### WHAT TO EXPECT

- Final measurements will be taken by the ATC team before ordering products.

**If you need to cancel this appointment,  
please call 210-824-1440 at least (2) days in advance.**

**SAMPLE  
WINDOW AND DOOR  
MATRIX**

# DEVAC BL PACKAGE WINDOW SCHEDULE & NOTES

EXISTING WINDOW NO.	DIMENSIONS				GRID	TYPE	MATERIAL	COLOR	TINT	TEMPERED	DIMENSIONS BY GENERAL CONTRACTOR			NOTES	MATRIX CODE
	WIDTH INCHES	HEIGHT INCHES	SILL HEIGHT	HEIGHT INCHES							INTERIOR	EXTERIOR	HEIGHT		
01-04-01	47.5"	70"	9.5"	70"	1:4	SL-XO	AL	BZ	BZ					SEE SHEET D1.3 FOR WINDOW CONFIGURATION	1001
01-04-02	47.5"	70"	9.5"	70"	1:4	SL-XO	AL	BZ	BZ						1001
01-04-03	47.5"	70"	9.5"	70"		SL-XO	AL	BZ	BZ						1001
01-04-04	70.5"	70"	9"	70"	1:4	SL-XO	AL	BZ	BZ						1001
01-04-05	70.5"	70"	9"	70"		SL-XO	AL	BZ	BZ						1001
01-04-06	47.5"	70"	10"	70"		SL-XO	AL	BZ	BZ						1001
01-04-07	47.5"	70"	10"	70"		SL-XO	AL	BZ	BZ						1001
01-04-08	60"	30"				FX	AL	BZ	BZ					SEE SHEET D1.3 FOR WINDOW CONFIGURATION	1001
01-04-09	60"	69"				FX	AL	BZ	BZ						1001
01-04-10	60"	69"				FX	AL	BZ	BZ						1001
01-04-11	60"	69"				FX	AL	BZ	BZ						1001
01-04-12	60"	69"				FX	AL	BZ	BZ						1001
01-04-13	47.5"	70"	9.5"	70"		SL-XO	AL	BZ	BZ						1001
01-04-14	66"	44"				FX	AL	BZ	BZ						1001
01-04-15	66"	44"				FX	AL	BZ	BZ						1001

# LARSON'S BID PACKAGE WINDOW SCHEDULE & NOTES

WINDOW NO.	DIMENSIONS				SELECTED				DIMENSIONS BY GENERAL CONTRACTOR				NOTES	MATRIX CODE
	EXISTING		DIMENSIONS		EXISTING		SELECTED		INTERIOR		EXTERIOR			
	WIDTH INCHES	HEIGHT INCHES	SILL HEIGHT	GRID	TYPE	MATERIAL	COLOR	TINT	TEMPERED	WIDTH	HEIGHT	WIDTH		
01-01-01	38"	43"	38"	1:4	DH	VIA	BR/TN							1002
01-01-02	62"	43"	38"		DH-DH	VIA	BR/TN							1002
01-01-03	31"	43"	38"	1:4	DH-DH	VIA	BR/TN							1002
01-01-04	30.5"	35.5"	46"		DH	VIA	BR/TN							1002
01-01-05	32"	43"	38"		DH-DH	VIA	BR/TN							1002
01-01-06	62"	43"	38"		DH-DH	VIA	BR/TN							1002
01-01-07	36"	24"			SL	VIA	BR/TN							1002
01-01-08	36"	24"			SL	VIA	BR/TN							1002
01-01-09	62"	43"	38"		DH-DH	VIA	BR/TN							1002
01-01-10	31"	35"			DH	VIA	BR/TN							1002
01-01-11	30.5"	30"			DH	VIA	BR/TN							1002
01-01-12	62"	43"	38"		DH-DH	VIA	BR/TN							1002
01-01-13	31"	43"	38"		DH-DH	VIA	BR/TN							1002
01-01-14	31"	43"	38"		DH-DH	VIA	BR/TN							1002
01-02-01	62"	51"	31"	1:4	DH/DH	VIA	TN							1002
01-02-02	31"	51"	31"	1:4	DH	VIA	TN							1002
01-02-03	30.5"	36"	47.5"		DH	VIA	TN							1002
01-02-04	62"	51"	31"		DH/DH	VIA	TN							1002
01-02-05	62"	51"	31"		DH/DH	VIA	TN							1002
01-02-06	62"	51"	31"		DH/DH	VIA	TN							1002
01-02-07	30"	35"	48"		DH	VIA	TN							1002
01-02-08	30"	35"	47.5"		DH	VIA	TN							1002
01-02-09	62"	51"	31"		DH/DH	VIA	TN							1002
01-02-10	62"	51"	31"	1:4	DH/DH	VIA	TN							1002
01-02-11	112"	51"	28.5"		DH-X-DH	VIA	TN							1002
01-02-12	31"	51"	28.5"		DH	VIA	TN							1002
01-02-13	62"	51"	28.5"		DH/DH	VIA	TN							1002
01-02-14	31"	51"	28.5"		DH	VIA	TN							1002
01-03-01	35.5"	59"	23"	1:4	DH	VIA	TN							1002
01-03-02	35.5"	59"	23"	1:4	DH	VIA	BR/WH							1002
01-03-03	31"	51"	31"	1:4	DH	VIA	BR/WH							1002
01-03-04	72	58.5"	31"		DH/X/DH	VIA	BR/WH							1002
01-03-05	31"	51"	31"	1:4	DH	VIA	BR/WH							1002
01-03-06	47"	51"	31"	4:4	DH	VIA	BR/WH							1002
01-03-07	47"	33"	48"		SL-OR-S	AL	BR/WH							1002
01-06-01	18"	80"		2:5	FX-S	AL	WH							1004

NON-ACOUSTIC REPLACEMENT

GLASS BROKEN ON BOTTOM LEFT

FIXED IS 4'-1"

NON ACOUSTIC REPLACEMENT  
NON ACOUSTIC REPLACEMENT

FIXED IS 3'-5"

GARDEN WINDOW  
STORMS FOR SIDELIGHTS



# MONRAY WINDOW PACKAGE WINDOW SCHEDULE & NOTES

EXISTING	DIMENSIONS		SELECTED		DIMENSIONS BY GENERAL CONTRACTOR													
	WIDTH INCHES	HEIGHT INCHES	SILL HEIGHT	GRID	MATERIAL	COLOR	TINT	TEMPERED	WIDTH	HEIGHT	INTERIOR	WIDTH	HEIGHT	EXTERIOR	WIDTH	HEIGHT	NOTES	
01-06-01	18"	80"		2:5	AL	WH											STORMS FOR SIDELIGHTS	1004
01-06-05	47"	45"	36"		AL	WH											10" DEEP WINDOW BOX	1008
01-06-08	47"	45"	36"		AL	WH											10" DEEP WINDOW BOX	1008
01-06-13	18"	80"		2:5	AL	WH											STORMS FOR SIDELIGHTS	1004

MATRIX CODE  
1004  
1008  
1008  
1004

# ST. CLOUD BID PACKAGE WINDOW SCHEDULE & NOTES

EXISTING WINDOW NO.	DIMENSIONS				SELECTED				DIMENSIONS BY GENERAL CONTRACTOR				NOTES		
	WIDTH INCHES	HEIGHT INCHES	SILL HEIGHT	GRID	TYPE	MATERIAL	COLOR	TINT	TEMPERED	WIDTH	HEIGHT	WIDTH		HEIGHT	
01-04-01	47.5"	70"	9.5"	1:4	SL-XO	AL	BZ	BZ						SEE SHEET D1.3 FOR WINDOW CONFIGURATION	1001
01-04-02	47.5"	70"	9.5"	1:4	SL-XO	AL	BZ	BZ							1001
01-04-03	47.5"	70"	9.5"		SL-XO	AL	BZ	BZ							1001
01-04-04	70.5"	70"	9"	1:4	SL-XO	AL	BZ	BZ							1001
01-04-05	70.5"	70"	9"		SL-XO	AL	BZ	BZ							1001
01-04-06	47.5"	70"	10"		SL-XO	AL	BZ	BZ							1001
01-04-07	47.5"	70"	10"		SL-XO	AL	BZ	BZ							1001
01-04-08	60"	30"			FX	AL	BZ	BZ						SEE SHEET D1.3 FOR WINDOW CONFIGURATION	1001
01-04-09	60"	69"			FX	AL	BZ	BZ							1001
01-04-10	60"	69"			FX	AL	BZ	BZ							1001
01-04-11	60"	69"			FX	AL	BZ	BZ							1001
01-04-12	60"	69"			FX	AL	BZ	BZ							1001
01-04-13	47.5"	70"	9.5"		SL-XO	AL	BZ	BZ							1001
01-04-14	66"	44"			FX	AL	BZ	BZ							1001
01-04-15	66"	44"			FX	AL	BZ	BZ							1001

MATRIX CODE

# ARMACLAI ID PACKAGE DOOR SCHEDULE & NOTES

## EXISTING CONDITIONS PROPOSED

DIMENSIONS

BY GENERAL CONTRACTOR

DOOR LETTER	WIDTH INCHES(NOM.)	HEIGHT INCHES(NOM.)	DOOR SWING	TYPE	MATERIAL	FIRE-RATED	COLOR - PRIME	SWING - PRIME	COLOR - STORM	SWING - STORM	COLOR - STORM	HARDWARE	WIDTH INCHES	HEIGHT INCHES	WIDTH INCHES	HEIGHT INCHES	NOTES	
01-01-A	36"	80"		EP-6P	MET	BZ	O-R					BN						
01-02-A	36"	80"		ASD-FL	MET				TN	O-L		BN						
01-02-B	32"	80"		ASD-FL	MET				TN	O-R		BN						
01-02-C	32"	80"		ASD-FL	MET				TN	O-L		BN						
01-03-A	60"	80"		EW-FN	WD	ST	I-LR					BN					DBL DRS BOTH LVS OPER. PEEP ON R	
01-03-A	60"	80"		ASD-FL	MET				BR	O-LR		BN					DBL DRS BOTH LVS OPER	
01-04-A	64"	80"		EP	MET	TAN	I-LR					BB					DBL DR, BOTH LVS OPER.	
01-06-A	62"	80"		EW-FN	WD	WH	I-LR					BN					DOOR REPLACEMENT INCLUSIVE OF SIDELIGHTS	
01-06-A	62"	80"		ASD-FL	MET				WH	O-LR		BN					FULL VIEW	
01-06-E	36"	80"		ASD-FL	MET				WH	O-R		BN					FULL VIEW	
01-06-F	24"	80"		EP-6P	MET	WH	I-L					BN					GUEST HOUSE	

MATRIX CODE  
 2001  
 2004  
 2004  
 2004  
 2002  
 2004  
 2001  
 2002  
 2004  
 2004  
 2001

# LARSON SUB BID PACKAGE DOOR SCHEDULE & NOTES

EXISTING CONDITIONS		PROPOSED		BY GENERAL CONTRACTOR														
DIMENSIONS																		
DOOR LETTER	WIDTH INCHES(NOM.)	HEIGHT INCHES(NOM.)	DOOR SWING	TYPE	MATERIAL	FIRE-RATED	COLOR - PRIME	SWING - PRIME	COLOR - STORM	SWING - STORM	COLOR - STORM	SWING - STORM	COLOR - STORM	HARDWARE	WIDTH INCHES	HEIGHT INCHES	NOTES	
01-01-B	60	80		ES-XO	MET		BR							BN				
01-01-C	60	80		ES-XO	MET		BR							BN				
01-01-D	60	80		ES-XO	MET		BR							BN				
01-02-A	36"	80"		ASD-FL	MET				TN	O-L	BN			BN				
01-02-B	32"	80"		ASD-FL	MET				TN	O-R	BN			BN				
01-02-C	32"	80"		ASD-FL	MET				TN	O-L	BN			BN				
01-03-A	60"	80"		ASD-FL	MET				BR	O-LR	BN			BN			DBL DRS BOTH LVS OPER	
01-03-B	70"	80"		ES-OX	MET				BR		BN			BN				
01-04-B	71"	80"		ES-OX	MET				BZ		BB			BB			TINTED GLAZING-BZ	
01-04-C	71"	80"		ES-OX	MET				BZ		BB			BB			TINTED GLAZING-BZ	
01-04-D	71"	80"		ES-XO	MET				BZ		BB			BB			TINTED GLAZING-BZ	
01-04-E	71"	80"		ES-OX	MET				BZ		BB			BB			TINTED GLAZING-BZ	
01-06-A	62"	80"		ASD-FL	MET				WH	O-LR	BN			BN			FULL VIEW	
01-06-B	72"	80"		FR	AL		WH	I-LR			BN			BN			LOCKSET ON LEFT LEAF	
01-06-C	95"	2013		PAS-XO	MET				WH		BN			BN				
01-06-D	95"	80"		PAS-XO	MET				WH		BN			BN				
01-06-E	36"	80"		ASD-FL	MET				WH	O-R	BN			BN			FULL VIEW	

MATRIX CODE  
 2011  
 2011  
 2011  
 2004  
 2004  
 2004  
 2004  
 2004  
 2011  
 2011  
 2011  
 2011  
 2011  
 2011  
 2004  
 2010  
 2013  
 2013  
 2004

# MONRAY L D PACKAGE DOOR SCHEDULE & NOTES

EXISTING CONDITIONS		PROPOSED	
DIMENSIONS			
DOOR LETTER	WIDTH INCHES(NOM.)	HEIGHT INCHES(NOM.)	DOOR SWING
01-06-C	95"	80"	PAS-XO
01-06-D	95"	80"	PAS-XO
			TYPE
			MATERIAL
			FIRE-RATED
			COLOR - PRIME
			SWING - PRIME
			COLOR - STORM
			SWING - STORM
			COLOR - STORM
			SWING - STORM
			COLOR - HARDWARE
			BN
			BN
			WIDTH INCHES
			HEIGHT INCHES
			WIDTH INCHES
			HEIGHT INCHES
			NOTES

BY GENERAL CONTRACTOR

**PEM MILL WORK BID PACKAGE DOOR SCHEDULE & NOTES**

**EXISTING CONDITIONS**      **PROPOSED**

DIMENSIONS

BY GENERAL CONTRACTOR

DOOR LETTER	WIDTH INCHES(NOM.)	HEIGHT(NOM.) INCHES	DOOR SWING	TYPE	MATERIAL	FIRE-RATED	COLOR - PRIME	SWING - PRIME	COLOR - STORM	SWING - STORM	COLOR - STORM	SWING - STORM	COLOR - HARDWARE	WIDTH INCHES	HEIGHT INCHES	WIDTH INCHES	HEIGHT INCHES	NOTES
01-01-F	30	80		ES-9P	MET		O-R						BN					NON ACOUSTIC REPL; PTD TO MATCH
01-02-A	36"	80"		ES-FN	MET		PTM	I-L					BN					PTD TO MATCH WINDOW TRIM
01-02-B	32"	80"		ES-FN	MET		PTM	I-R					BN					PTD TO MATCH WINDOW TRIM
01-02-C	32"	80"		ES-FN	MET		PTM	I-L					BN					PTD TO MATCH WINDOW TRIM
01-03-A	60"	80"		EW-FN	WD		ST	I-LR					BN					DBL DRS BOTH LVS OPER. PEEP ON R
01-03-D	36"	80"		ES-FN	MET		ST	I-L					BN					FINISH: PAINTED; REPLACE WITH NON ACOUSTIC PRIME
01-06-A	62"	80"		EW-FN	WD		WH	I-LR					BN					DOOR REPLACEMENT INCLUSIVE OF SIDELIGHTS
01-06-E	36"	80"		ES-9P	MET		WH	I-R					BN					GUEST HOUSE - GLAZING

MATRIX CODE  
2003  
2003  
2003  
2003  
2002  
2003  
2002  
2003



## DESCRIPTION OF BID PROCESS

The following narrative will summarize the Bid Process which includes the Pre-Bid Open House Appointment, Addendum Process, Preparation for Bid Opening, Bid Opening, Bid Review and Bid Award:

### Pre-Bid Open House

- Approximately one (1) week prior to the Pre-Bid Open House, General Contractors will pick up the design documents from the ATP office, which contains the scope of work for each home for which they were chosen to bid.
- General Contractors will review the work scope and determine the need for subcontractors to participate in the Pre-Bid Open House visit.
- Participating homeowners are required to open their home for a 4-hour scheduled period to General Contractors they've selected to bid.
- The Pre-Bid Open House provides an opportunity for selected General Contractors to view the property and collect any information which will assist in the development of an accurate bid.
- Three (3) bid packages (one for each General Contractor selected to bid) are delivered to each homeowner prior to the Pre-Bid Open House appointment. These bid packages are distributed by the homeowners to each General Contractor.
- Contractors, subcontractors and suppliers who attend the Pre-Bid Open House appointment are required to sign in.
- Following the Pre-Bid Open House visit, the homeowner is to mail the sign-in sheet to the ATP Office in the self-addressed, stamped envelope which was delivered to the homeowner in advance of the Pre-Bid Open House appointment.
- Upon return of the sign-in sheet, the Acoustical Treatment Consultant will verify that each contractor selected by the homeowner has, in fact, attended the appointment.
- Any selected General Contractor who does not attend the Pre-Bid Open House appointment will not be permitted to submit a bid for the home and will be assessed deficiency points in accordance with the Construction Specifications.

**Addendum Process**

- All questions arising as a result of the Pre-Bid Open House appointment will be directed to the architect for response.
- No later than one (1) week prior to Bid Opening, the architect will prepare an addendum, if necessary, and submit to the Acoustical Treatment Consultant.
- The Acoustical Treatment Consultant will distribute the addendum to all General Contractors as well as members of the design team.
- It will be the General Contractor's responsibility to forward the addendum to any affected subcontractors and non-specialty material suppliers, as required.

**Preparation for Bid Opening**

- The Acoustical Treatment Consultant will prepare a Bid Summary sheet, one for each home included in the Bid Cycle for which bids will be opened.
- The Bid Summary will be a document for all attendees participating in the Bid Opening to record the bids, as read.
- As sealed bids are delivered, the Acoustical Treatment Consultant will verify that the bid package is being returned in the official bid envelope and is completely sealed.
  - In the event the bid is not returned in the official envelope, the Acoustical Treatment Consultant will print a duplicate official envelope for placement of the bid by the contractor.
- The Acoustical Treatment Consultant will stamp each delivered bid package with the date and time of the deposit.
- The Acoustical Treatment Consultant will file the unopened bid package in the Bid Deposit Box behind the appropriate parcel number divider in alphabetical order by contractor.

-----  
**BID OPENING POLICY**

**SEALED BIDS ARE TO BE DELIVERED TO THE ATP OFFICE AT 8610 BROADWAY; SUITE 440, BY 2:00 PM (CENTRAL STANDARD TIME) ON THE DATE OF THE BID OPENING. NO BIDS WILL BE ACCEPTED AFTER 2:00 PM.**  
-----

**Bid Opening**

- Sealed bids will be opened, read and recorded by the Acoustical Treatment Consultant and at least one representative from the City of San Antonio Department of Aviation, beginning approximately five (5) minutes following close of bids.
- Opened bids will be filed in the Bid Deposit Box in the appropriate parcel divider.
- Following the reading and recording of all bids, the Acoustical Treatment Consultant will prepare a preliminary Bid Tabulation which contains the bids for each parcel., along with the Architect's Estimate for each parcel.

**Bid Review**

- The Acoustical Treatment Consultant will perform an overall review of the apparent low bids to ascertain that all requisite paperwork is in order, and will record any bid irregularities or informalities.
- In addition, the Acoustical Treatment Consultant and the City of San Antonio DBE Liaison Officer will perform an advanced review of all low bids specific to the following:

➤ Satisfaction of DBE Participation Requirements

Identified within the bid documents for each parcel is an individual DBE goal of twenty percent (20%). All necessary DBE paperwork must be completed and signed as required and submitted along with the bid in the official bid envelope.

- In the event the General Contractor submitting the lowest, responsible bid meets the established DBE goal, and no other bid irregularities exist, the contract will be awarded to that contractor.
- In the event the General Contractor submitting the lowest, responsible bid does not meet the established DBE goal, but submits the required Good Faith Effort, Letter of Intent signed by each subcontractor, and DBE Compliance Plan, which, when reviewed, is found to be acceptable, the contract will be awarded to that contractor.
- In the event the General Contractor submitting the lowest, responsible bid does not meet the established DBE goal, but submits all required DBE paperwork which, upon review, is found to be unacceptable, the contract will be awarded to the next low, responsible bidder.

- In the event the General Contractor submitting the lowest, responsible bid does not meet the established DBE goal and does not submit the required DBE paperwork, the contract will be awarded to the next low, responsible bidder.

➤ Proximity of Low Bid to Architect's Estimate

- The Acoustical Treatment Consultant will review the bids to determine their proximity to the Architect's Estimate. All submitted bids that are more than 20% lower than the Architect's Estimate will be further reviewed utilizing the following process:
- If a General Contractor's bid is more than 20% lower than the Architect's Estimate, the contractor will be asked to review his/her bid to determine if a mathematical error was made or an omission occurred.
- If the General Contractor determines that no error has occurred, the contractor will be asked to submit a written acknowledgement and acceptance, despite the disparity in the Architect's Estimate.
- If the General Contractor determines that either a mathematical error was made or an omission occurred, resulting in a non-responsive bid, the contractor will be required to make a written request to the Acoustical Treatment Consultant, identifying the specific error and requesting that the bid be withdrawn.
- Once the above written request for withdrawal has been received, the Acoustical Treatment Consultant will contact the next low, responsible bidder to advise that his/her bid has become the lowest, responsible bid.

➤ Bid Cycle Award Limit Evaluation

Upon receiving ATP qualification, a General Contractor will be assigned a Bid Cycle Award Limit based on bonding and insurance limits, crew size and the number of available subcontractors in each required trade. The Acoustical Treatment Consultant will perform an evaluation of all low bids to ensure that the bids to be awarded are within the Bid Cycle Award Limit for each contractor.

- If a General Contractor is the low, responsible bidder for more parcels than his/her Bid Cycle Award Limit, the Acoustical Treatment Consultant will award the contract to the next low, responsible bidder.
- The Acoustical Treatment Consultant reserves the right to re-evaluate and adjust a General Contractor's Bid Award Limit, as necessary.

**Bid Award**

- Upon resolution of any bid discrepancy, the Acoustical Treatment Consultant will prepare the Bid Tabulation which contains the following information for each parcel: Parcel No., Address, Architect's Estimate, Contractor's Name and Bid Amount. The information for the bids awarded for each parcel (Contractor Name, Bid Amount) will be shown in **bold**.
- The Bid Tabulation will be faxed to all General Contractors submitting bids for the Bid cycle as well as to the architect, City staff and other members of the design team, as required.
- The Acoustical Treatment Consultant will issue a Bid Cycle Contract Report to the City of San Antonio. This report will include all pertinent information relative to the bid cycle, including a summary of contract awards, collective Architect's Estimate, contingency (10% of total bid cycle award), total of DBE participation commitment and a list of contractors contributing to the DBE total. The report will also contain specific per-parcel information relative to the following:
  - Labor (Contractor's Bid which includes miscellaneous materials)
  - Product (acoustical windows and doors)
  - Asbestos Abatement
- The Acoustical Treatment Consultant will prepare a letter to each homeowner in the bid cycle informing them of the General Contractor who was awarded the contract for work on their home.
- The Acoustical Treatment Consultant will prepare a letter to each of the General Contractors awarded work in the bid cycle with two (2) copies of the Construction Contract (to be executed and returned).

**PRE-BID OPEN HOUSE SCHEDULE**

DATE	Parcel #	TIME(S)	Address

DATE	Parcel #	TIME(S)	Address

DATE	Parcel #	TIME(S)	Address

DATE	Parcel #	TIME(S)	Address

DATE	Parcel #	TIME(S)	Address

DATE	Parcel #	TIME(S)	Address

Pre-Bid Open House Schedule

for the week of \_\_\_\_\_

Last Day for

Open House Appointment is: \_\_\_\_\_

## PRE-BID OPEN HOUSE APPOINTMENT REMINDER

Parcel No.:            PARCEL NUMBER  
Homeowner:           NAME  
Address:               ADDRESS

Your Pre-Bid Open House is scheduled for:

DATE
TIME

- ◆ The Pre-Bid Open House requires a scheduled four (4) hour block of time that your home is available for the three (3) general contractors you selected (and possibly their subcontractors) to walk through your home.
- ◆ A homeowner or homeowner's representative should be on the property during this time.
- ◆ Please distribute the bid packages for your home to the three (3) general contractors.
- ◆ Please have all contractors attending the walk through sign the attendance sheet provided to you for this visit.
- ◆ The contractor will need access to all rooms, including the attic and eave spaces and closets (if additional duct work is required).

**If you need to cancel this appointment,  
please call 824-1440 at least (2) days in advance.**



## BIDDER'S CHECKLIST

- Page 1: Enter Contractor Name and Contractor Address.
- Page 3: Seventh paragraph - Please place checkmarks in appropriate spaces.
- Page 4: Tenth paragraph - Complete if applicable.
- Page 5:
- Acknowledge receipt of all Addenda issued (as applicable).
  - Enter Lump Sum Bid Total (In Numbers)
  - Enter Lump Sum Bid Total (In Writing)
  - Enter Date of Signature
  - Complete Applicable Section (Individual or Partnership) or (Corporate)
  - If a Corporation, affix Corporate Seal. If no Corporate Seal exists, state "None"
- Page 6 Bidder's Certificate
- Enter Name of Bidding Contractor
  - Signature of Authorized Representative
  - Enter Title of Authorized Representative
  - Bidder's Certificate to be Notarized, including date of execution, expiration of notary, name of Notary, Notary Seal or Stamp to be affixed

**Complete the following DBE Forms per attached instructions:**

- DBE Form 1 Good Faith Effort Plan for Federally Funded Projects
- DBE Form 2 Letter of Intent
- DBE Form 4A Compliance Subcontracting Plan

**City of San Antonio**  
**Residential Acoustical Treatment Program (ATP)**  
**BID FORM**

Bid Cycle: \_\_\_\_\_ Parcel Number: \_\_\_\_\_

Parcel Address: \_\_\_\_\_

Specification Version Date: \_\_\_\_\_ Specification Supplement Date: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

Contractor Name

Contractor Address

To furnish necessary equipment, tools, labor, and other means of construction and deliver miscellaneous materials (*all materials other than windows, doors, window security bars*) and to do and perform all Work at rates and at a total price or prices as hereinafter for the City of San Antonio Residential Acoustical Treatment Program (ATP) set forth in accordance with ATP Drawings and Specifications (and all associated Addenda) developed by the Acoustical Treatment Consultant on file at the office of:

**ATP Acoustical Treatment Consultant**  
THC, Inc  
8610 Broadway, Suite 440  
San Antonio, Texas 78217

**First.** In submitting this Bid Form, the undersigned bidder understands and agrees that the Instructions to Bidders control and, without limiting the foregoing, that this Bid Form is based on the following:

- (1) That the Bidder has inspected site of Work and has verified as to condition thereof as same bears on Work to be performed.
- (2) That Bidder has received and examined the ATP Drawings and Specifications, and has informed himself of all Addenda thereto, and of the form of Contract.
- (3) Certain types of equipment and kinds of material are described in the Specifications by means of trade names and catalog numbers and/or manufacturer's names. In each instance where this occurs, it is not intended to exclude from consideration such types of equipment and kinds of material bearing other trade names, catalog numbers and/or manufacturer's names, capable of accomplishing the purpose of the types of equipment or kinds of material specifically indicated. Such types of equipment and kinds of material will be acceptable to the ATP. The types of equipment and kinds of material to be used, if not as specifically indicated in the Specifications, must be approved in writing by the Architect.

- (4) That Bid Form will be opened at the THC office, 8610 Broadway; Suite 440; San Antonio, TX 78217, at 2:05 P.M. CST on Bid Due Date shown above, and only Bid Forms received prior thereto will be considered.
- (5) That the Contract will be let to the lowest bidder provided said low bidder has made a good faith effort to meet the DBE contract goals, but the Acoustical Treatment Consultant reserves the right to reject Bid Proposals and to waive minor irregularities, informalities or discrepancies.
- (6) That this Bid Form may not, except with the written consent of the Acoustical Treatment Consultant, be withdrawn for a period of 70 days after the written date set for the opening of bids.
- (7) Based on the degree of acoustical treatment work contained in this ATP construction contract, the ATC has established a **Twenty Percent (20%)** DBE participation goal for this bid package. The Bidder has examined and understands the Disadvantaged Business Enterprise (DBE) provisions specified in the Instructions to Bidders contained within the ATP Construction Specifications. The Bidder certifies that their bid submittal will include a completed ATP Contract DBE Participation Summary, which will include a listing of anticipated DBE participation levels, which represent DBE participation levels, as provided by either the Bidder (general contractor) and/or subcontractors.

If the Bidder fails to achieve the specified DBE goal stated above for this bid package, it will be required to include, as a part of this bid, documentation documenting that it made Good Faith Efforts in attempting to achieve said goal (completion of ATP Good Faith Effort Form). Bidder's failure to show a good faith effort to achieve the specified contract goal for the participation of DBE subcontractors in the completion of this project will be grounds for finding the bid non-responsive.

Furthermore, the Bidder understands that failure to meet or exceed the above specified DBE participation goal for this bid package may result in the rejection of this Bid and that, if awarded the Contract, failure to meet or exceed the specified DBE participation goals made part of this Bid may constitute grounds for termination by the Acoustical Treatment Consultant (ATC).

**Second.** The undersigned Bidder agrees, if the successful bidder, to execute the Contract in the form as set forth in the ATP Construction Specifications within ten (10) days of receiving notice of award of Contract.

**Third.** The undersigned Bidder further agrees to begin the Work upon receipt of Notice to Proceed and to prosecute said Work so as to complete Work under this Contract within the time limit specified in the Construction Schedule for the applicable Bid Cycle.

**Fourth.** The undersigned Bidder further agrees to guarantee performance of Work and materials in accordance with ATP Drawings and Specifications, and in a good and workmanlike manner, and to renew or repair work which may be rejected due to defective materials or workmanship prior to final completion and acceptance of the Project.

**Fifth.** The undersigned Bidder agrees to submit as and when required prior to letting of the Contract the following:

- A) Such catalogs, drawings, Specifications, test data, descriptive information and other details as to special equipment or materials Bidder proposes to furnish for the Work, to permit a valuation of the merits thereof and determination whether such special equipment or materials comply with the Specifications.
- B) A properly executed affidavit of non-collusion.
- C) A statement setting forth items of Work which the Bidder proposes to sublet, and the name of the Subcontractors to whom such items will be sublet.

Sixth.

The undersigned Bidder agrees to be bound by the provisions of Texas State Statute Sections: 66.293 (3) (n) 4, 66.29 (7), and Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 U.S.C. 20000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act and the Veterans Preference Program.

Seventh.

Previous Government Contracts.

Section 60-1.6(b), Regulations of the Secretary of Labor, and Section 151.54, Federal Aviation Regulations, require each Bidder to state in the bid, or at the outset of contract negotiations, whether it has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed with Joint Reporting Committee, Director, OFCC, the FAA or the former President's Committee on Equal Employment Opportunity compliance reports due under applicable instructions. In case in which a Bidder or Subcontractor which has participated in a previous Contract or subcontract to the equal opportunity clause has not filed a compliance report due under applicable instructions, such Bidder, prospective Contractor or proposed

Subcontractor shall be required to submit a compliance report with its bid or in any event prior to the award of the proposed Contract or subcontract. For all purposes herein, a compliance report required of contractors or subcontractors means Standard Form 100 Employer Information Report EEO-1

The Bidder shall complete the following statement by checking the appropriate wording:

The Bidder has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous Contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, as amended.

The Bidder has \_\_\_\_\_ has not \_\_\_\_\_ submitted compliance reports in connection with such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of this Contract.

If the bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of this Contract.

When a determination has been made to award the Contract to a specific Contractor, such Contractor may be required, prior to award, or after the award or both, to furnish such other pertinent information regarding its own employment practice and policies as well as of its proposed subcontractors as the FAA, the Sponsor, or the Director of OFCC may require. (41 CFR Chapter 60; FAR 152.61 (c).)

Eighth.

Following is a tabulation of the undersigned Bidder's bid for Work performed to carry out the aforementioned construction project, it being understood that this bid contemplates machinery, equipment, tools, labor, miscellaneous construction materials (not including windows and door products) and times specified in accordance with the ATP Drawings and Specifications and Addenda thereto. Quantities of work associated with unit prices shown hereafter are approximate only, are subject to increase or decrease, and will be performed at the unit prices quoted hereafter. At the opening of Bid Forms, totals only will be read.

Ninth.

The undersigned Bidder understands that pursuant to Texas law, the ATP is not a tax exempt agency; therefore, the Bidder shall be responsible for the payment of applicable sales and use taxes pertaining to the completion of this Contract, including Texas sales tax.

Blanks in the Bid Form must be filled out in order for the Bid to be considered valid. The total is to be the Bid for Work shown and included on the Construction Contract Documents. Profit and overhead should be included in the total. Contractor shall pay Workers in compliance with Davis-Bacon and prevailing wage requirements. Bid Total must be written out, in words, in the space provided under the Bid Total.

If no additions, deletions, or changes are made to the specified Work, the final Contract amount will be the amount listed as the total. However, if additions, deletions, or changes are necessary, the Contract amount will be adjusted based on the actual quantities of Work and the unit prices listed in the addendum as determined by the Acoustical Treatment Consultant. Wages for off-site work will be paid at "laborer" rate.

Changes to the original Bid Form shall use these unit prices in calculating price additions or credits. In cases for which unit prices are not listed, payment for extra Work, change or deletions in the amount of Work shall be determined by estimate and acceptance of a lump sum, by unit price subsequently agreed upon, or on a cost plus basis in accordance with the General Conditions contained in the ATP Construction Specifications.

Tenth.

Disclosure of Ownership.

Subject to Texas State Statute, a person submitting a bid shall be required to identify any construction business in which the person (or shareholder, officer or partner of the person, if the person is a business) owns or has owned at least twenty five (25) percent interest on the date the person submits the bid or within three (3) years preceding the date the person submits the bid, if the business has been found to have failed to pay the prevailing wage rate or to have paid less than 1.5 times the hourly basic rate for hours worked on a project in excess of the prevailing hours of labor as defined in the State of Texas, Prevailing Wage Rate Determination and applicable City Ordinances.

Name and address of construction businesses that failed to pay prevailing wage. If none, so state.

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder hereby acknowledges receipt of the following addenda issued during this ATP Bid Cycle:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

<p><b>LUMP SUM BID TOTAL</b> (For ATP Award)</p>	<p>\$ _____</p>
<p><b>ENTER LUMP SUM BID TOTAL IN WRITING</b></p> <p>_____</p> <p>_____</p>	

Witness our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

Individual  
Or  
Partnership  
Execution

Copartners doing business under the name and style of

A Corporation of the State of \_\_\_\_\_

Corporate  
Execution

CORPORATE  
SEAL

By \_\_\_\_\_  
Title \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

**City of San Antonio**  
**Residential Acoustical Treatment Program (ATP)**  
**BIDDERS CERTIFICATE**

\_\_\_\_\_  
**Bidding General Contractor**

Certifies that they have examined and carefully prepared this Bid from the Drawings and Specifications and has checked the same detail before submitting this Bid to the ATP.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**REQUIRED FOR BID**

**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)  
DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED PROJECTS  
(DBE FORM 1)**

**NAME OF PROJECT:** \_\_\_\_\_

**BIDDER INFORMATION:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified?  Yes  No Type of Certification:  DBE  MBE  WBE  AABE  SBE

Age of Firm (Number of Years in Business): \_\_\_\_\_ years

Annual Gross Receipts of the Firm:  Less than \$500,000  \$500,000 to \$1 million  
 \$1 million to \$2 million  \$2 million to \$5 million  
 Over \$5 million

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this contract. Good Faith Effort Plan is required prior to award of any contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated Contract or % Level of Participation	If Firm is DBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)
1.				
2.				
3.				
4.				
5.				

(Use Additional Sheets if Necessary)

**If DBE Goal is met through prime or subcontracting then skip to question #11.**

2. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contract by choice of either the bidder, subcontractor, or supplier. *Written notices to firms contacted by the bidder for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid due date.* The following information is required for all firms that were contacted of subcontracting/supply opportunities:

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated Contract Amount or % Level of Participation	If Firm is DBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)	Reason Agreement Was Not Reached
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Use additional sheets as needed)

In order to verify a bidder's good faith efforts, it may be necessary to provide the City with copies of the written notices to all firms contacted by the bidder for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. If requested by the DBE, copies of said notices must be provided to DBE Liaison within five (5) business days of such request. Such notices shall include information on the plans, specifications and scope of work.

3. List all DBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE subcontractors/suppliers:

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4. Discuss efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goal:

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5. Indicate advertisement mediums, if any, used for soliciting bids from DBEs. (Please attach a copy of the advertisement(s):

\_\_\_\_\_  
\_\_\_\_\_

6. Discuss efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance:

\_\_\_\_\_  
\_\_\_\_\_

7. Discuss efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

\_\_\_\_\_  
\_\_\_\_\_

8. Name and phone number of person appointed to coordinate and administer the Federal DBE Good Faith Efforts of your company on this project.

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

Phone Number: \_\_\_\_\_

9. The Good Faith Effort Plan for Federally Funded Contracts must be approved by ATC and the Aviation Department's DBE Liaison Officer prior to award of contract.

10. The Federal DBE Good Faith Effort Plan is subject to the review by ATC and the Aviation Department's DBE Liaison and final approval in determining whether Good Faith Efforts have been made rests with the Aviation Director.

11. The apparent successful bidder shall submit a Letter of Intent (DBE Form2) for all firms to be utilized on this contract to ATC. If ATC does not receive completed copies from the apparent successful bidder with bid on bid date, the apparent successful bidders Good Faith Effort Plan will not be approved and deemed nonresponsive.

**AFFIRMATION**

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR INTERNAL USE AND ADMINISTRATIVE PURPOSES ONLY:**

Plan Reviewed by \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of ATC

Plan Reviewed by \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of DBE Liaison

Recommendation: Approval: \_\_\_\_\_ Denial: \_\_\_\_\_

Action Taken: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**REQUIRED FOR BID**

**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)  
LETTER OF INTENT  
FOR FEDERALLY FUNDED CONTRACTS  
(DBE FORM 2)**

The requirements of 49 CFR Part 26 (Section 26.53), of the U.S. Department of Transportation, requires that all bidders comply with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders to submit the following information from each Subcontractor/Supplier for this contract (as listed on Item 1 of DBE Good Faith Effort Plan for Federally Funded Contracts [DBE Form 1]):

**NAME OF PROJECT:**

Name of bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Subcontractor/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Is the above firm Certified: Yes \_\_\_\_\_ No \_\_\_\_\_ If certified, Certification No: \_\_\_\_\_

Type of Certification: \_\_\_\_\_ DBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ AABE \_\_\_\_\_ SBE

If firm is certified, please attach a copy of the Certification Affidavit with this form.

Age of Firm (Number of Years in Business: \_\_\_\_\_ Years

Annual Gross Receipts of the Firm: \_\_\_\_\_ Less than \$500,000 \_\_\_\_\_ \$500,000 to \$1 million  
\_\_\_\_\_ \$1 million to \$2 million \_\_\_\_\_ \$2 million to \$5 million  
\_\_\_\_\_ Over \$5 million

NAICS Code and/or Description of work to be performed by firm:

\_\_\_\_\_  
\_\_\_\_\_

The bidder is committed to utilizing the above-named firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

Affirmation

The above named firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
Signature of Firm's Representative

\_\_\_\_\_ Date

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

REQUIRED FOR BID

DBE FORM 4(A)

DBE COMPLIANCE SUBCONTRACTING PLAN  
SECTIONS I, II, III, IV, V, VI, and VII  
(Must be submitted with Bid)

SECTION I

Project Name	Sample Document
Project/Solicitation Number	Sample Document

Participation levels stated in the solicitation, *select only one*:

ANNUAL/PROJECT PARTICIPATION LEVELS: MBE: % _____ WBE: % _____	OR	ANNUAL/PROJECT PARTICIPATION LEVELS: African American: % _____ Hispanic: % _____ Native/Asian American: % _____ WBE: % _____
--	----	--

SECTION II

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Is bidder SCTRCA certified: \_\_\_ Yes \_\_\_ No MBE \_\_\_ WBE \_\_\_ DBE Joint Venture \_\_\_ Non-DBE \_\_\_

**THIS PLAN SHOULD BE SIGNED AND MUST BE SUBMITTED PRIOR TO THE TIME SPECIFIED IN THE SOLICITATION**

I certify that the information included in this DBE Compliance Subcontracting Plan is true and complete the best of my knowledge and belief. I further understand and agree that this DBE Compliance Subcontracting Plan shall become a part of my contract with the ATC.

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

Signature \_\_\_\_\_ Date \_\_\_\_\_

SECTION III

**FOR OFFICIAL USE ONLY:**

Having reviewed this plan, I acknowledge that the bidder (HAS) or (HAS NOT) complied per the DBE policy.

Reviewing Officer \_\_\_\_\_ Date \_\_\_\_\_ Contract Manager \_\_\_\_\_ Date \_\_\_\_\_

REQUIRED FOR BID

DBE FORM 4(A)

ATTACHMENT DBE FORM 4(A)-2

COMPLIANCE PLAN SUMMARY

Have goals been met as stated in the bid documents? \_\_\_ Yes \_\_\_ No

IF NO, ATTACH DOCUMENTATION OF THE BIDDER'S GOOD FAITH EFFORTS MADE TO ACHIEVE DBE PARTICIPATION.

Total Proposal \$ \_\_\_\_\_

Subcontracting Information

	Dollars	Percentage
Total MBEs	\$ _____	_____ %
Total WBEs	\$ _____	_____ %
Total Non-certified	\$ _____	_____ %

Diversity Distribution

African American	\$ _____	_____ %
Hispanic	\$ _____	_____ %
Native/Asian American	\$ _____	_____ %
Women	\$ _____	_____ %
Non-certified	\$ _____	_____ %

Bidder Information

Disclose bidder's own participation in the bid document, less any amount subcontracted, here:

Amount \$ \_\_\_\_\_ Percentage \_\_\_\_\_ %

Check below if bidder is a SCTRCA Certified DBE firm:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE

FOR OFFICIAL USE ONLY:

Verified Diversity Distribution: \_\_\_\_\_ MBE% \_\_\_\_\_ WBE%  
African-American% \_\_\_\_\_ Hispanic% \_\_\_\_\_ Native/Asian American% \_\_\_\_\_ WBE%

**BID OPENING SUMMARY**

Bid Cycle: \_\_\_\_\_ Total No. of Homes: \_\_\_\_\_

Total No. of Bids: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

---

Parcel: PARCEL NUMBER

NAME OF BIDDER

BID AMOUNT

CONTRACTOR

\$ \_\_\_\_\_

CONTRACTOR

\$ \_\_\_\_\_

CONTRACTOR

\$ \_\_\_\_\_

DATE

CONTRACTOR NAME  
ADDRESS  
CITY, STATE, ZIP CODE

**Project: City of San Antonio  
Residential Acoustical Treatment Program (ATP)  
Bid Cycle (BID CYCLE NUMBER)**

Dear NAME:

Please be advised that bids were received and opened in connection with the above referenced project on \_\_\_\_\_ for Bid Cycle \_\_\_\_\_. The bids have been reviewed and found to be in proper order. A tabulation of the bids reveals that your firm is the apparent low bidder on the following parcels:

(CONTRACT NUMBERS)

Based on your established Bid Award Limit, our records indicate that your firm currently employs \_\_\_\_\_ workers and \_\_\_\_\_ crews. Given the work volume associated with the above number of apparent low bids, your labor force does not appear to be sufficient to complete the work within the Bid Cycle \_\_\_\_\_ construction period (DATES).

Therefore, THC, Inc., on behalf of the City of San Antonio, is requesting a detailed action plan outlining your firm's efforts to complete the work within the required Bid Cycle \_\_\_\_\_ construction period. Your action plan must be received by THC, Inc. by no later than the end of business on (DATE) and should include the following:

- Updated list of your current company personnel assigned to this project (minimum 30% required)
- Complete list of all subcontractors assigned to this project
- Detailed summary plan of staff assignments utilizing your company personnel and subcontractor staff
- Detailed construction schedule for all contracts
- Any other additional information which would support your action plan

CONTRACTOR NAME

Date

Page Two

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Upon receipt, THC, Inc. and a City of San Antonio staff representative will review your action plan to determine if it is sufficient to insure ATP construction completion requirements. If your action plan is deemed inadequate, THC reserves the right to award to the next lowest responsible bidder for any of the above contracts.

In addition, failure to submit an action plan by DATE will result in an immediate reassignment to the next lowest responsible bidder for any or all of the above contracts.

Should you have questions or comments regarding this notification, please feel free to contact me at 210-824-1440. Thank you for your prompt attention to this matter.

Sincerely,

Cheryl Chamness  
Program Manager

TABULATION OF BIDS AS AWARDED - BID CYCLE (Number)

<b>Parcel No.: (Number)</b> (Address)		<b>Parcel No.: (Number)</b> (Address)	
<b>Architect's Estimate:</b>	<b>(Amount)</b>	<b>Architect's Estimate:</b>	<b>(Amount)</b>
<u>CONTRACTOR</u>	<u>BID TOTAL</u>	<u>CONTRACTOR</u>	<u>BID TOTAL</u>
<b>(Contractor's Name)</b>	<b>(Amount)</b>	<b>(Contractor's Name)</b>	<b>(Amount)</b>
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
<b>Parcel No.: (Number)</b> (Address)		<b>Parcel No.: (Number)</b> (Address)	
<b>Architect's Estimate:</b>	<b>(Amount)</b>	<b>Architect's Estimate:</b>	<b>(Amount)</b>
<u>CONTRACTOR</u>	<u>BID TOTAL</u>	<u>CONTRACTOR</u>	<u>BID TOTAL</u>
<b>(Contractor's Name)</b>	<b>(Amount)</b>	<b>(Contractor's Name)</b>	<b>(Amount)</b>
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
<b>Parcel No.: (Number)</b> (Address)		<b>Parcel No.: (Number)</b> (Address)	
<b>Architect's Estimate:</b>	<b>(Amount)</b>	<b>Architect's Estimate:</b>	<b>(Amount)</b>
<u>CONTRACTOR</u>	<u>BID TOTAL</u>	<u>CONTRACTOR</u>	<u>BID TOTAL</u>
<b>(Contractor's Name)</b>	<b>(Amount)</b>	<b>(Contractor's Name)</b>	<b>(Amount)</b>
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
<b>Parcel No.: (Number)</b> (Address)		<b>Parcel No.: (Number)</b> (Address)	
<b>Architect's Estimate:</b>	<b>(Amount)</b>	<b>Architect's Estimate:</b>	<b>(Amount)</b>
<u>CONTRACTOR</u>	<u>BID TOTAL</u>	<u>CONTRACTOR</u>	<u>BID TOTAL</u>
<b>(Contractor's Name)</b>	<b>(Amount)</b>	<b>(Contractor's Name)</b>	<b>(Amount)</b>
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
<b>Parcel No.: (Number)</b> (Address)		<b>Parcel No.: (Number)</b> (Address)	
<b>Architect's Estimate:</b>	<b>(Amount)</b>	<b>Architect's Estimate:</b>	<b>(Amount)</b>
<u>CONTRACTOR</u>	<u>BID TOTAL</u>	<u>CONTRACTOR</u>	<u>BID TOTAL</u>
<b>(Contractor's Name)</b>	<b>(Amount)</b>	<b>(Contractor's Name)</b>	<b>(Amount)</b>
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)
(Contractor's Name)	(Amount)	(Contractor's Name)	(Amount)

ATP (Bid Cycle)      BIDS OPENED:      (Date)

ARCHITECT'S ESTIMATE TOTAL:      AMOUNT

AWARD TOTAL (RECOMMENDED):      AMOUNT

ENGINEER'S ESTIMATE AVERAGE COST:      AMOUNT

AWARD AVERAGE COST:      AMOUNT

I hereby certify that this bid is a correct representation of the bids received:

\_\_\_\_\_  
Acoustical Treatment Consultant

\_\_\_\_\_  
Date

**GENERAL CONTRACTOR AWARD SUMMARY  
TABULATION OF BIDS OPENED (DATE)  
BID CYCLE (NO.)**

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Bidder:	<b>(NAME OF CONTRACTOR)</b>			<u>Bid Amount</u>	
	<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	(Amount)	Total Bid Amount
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	
	(No.)	(Name)	(Address)	(Amount)	

Grand Total of All Bids

**City of San Antonio  
Residential Acoustical Treatment Program (ATP)**

**Date:** (DATE)  
**To:** Pete Campos, Airport Architect, City of San Antonio, Aviation Department  
**From:** Cheryl Chamness, Program Manager, THC, Inc.  
**Subject:** **BID AWARD NOTIFICATION**  
**City of San Antonio Residential Acoustical Treatment Program (ATP)**  
**Bid Cycle: BID CYCLE NUMBER**

Bids on (NUMBER) homes were received on (DATE) in connection with Bid Cycle (NUMBER). A total of (NUMBER) bids were received from (NUMBER) different contractors for these homes.

Attached please find a Tabulation of Bids – As Awarded which lists the parcel number, home address, and amount of each contractor's bid. The consultant's collective estimate for these homes is (\$ AMOUNT) and the total of the lowest responsible bids is \$ AMOUNT.

Below is a summary of the number of contracts and total dollar amount awarded to each contractor:

<u>Contractor Name</u>	<u>No. of Homes Being Awarded</u>	<u>Total Dollar Amount</u>
CONTRACTOR #1	# OF HOMES	\$ AMOUNT
CONTRACTOR #2	# OF HOMES	\$ AMOUNT
CONTRACTOR #3	# OF HOMES	\$ AMOUNT
CONTRACTOR #4	# OF HOMES	\$ AMOUNT
CONTRACTOR #5	# OF HOMES	\$ AMOUNT
CONTRACTOR #6	# OF HOMES	\$ AMOUNT

The established project DBE participation goal of for this bid cycle is 20%. The total cumulative DBE participation percentage committed by general contractors in this bid cycle is \_\_\_\_\_%. Only actual work performed or materials/services provided by DBE firms is included in this calculation. THC will monitor the use of DBE contractors, subcontractors, vendors and suppliers, and will utilize the information in establishing overall DBE goals for the ATP in future years.

If additional information or clarification is required, please feel free to contact me.

DATE

CONTRACTOR NAME  
ADDRESS  
CITY, STATE, ZIP CODE

**Project: City of San Antonio  
Residential Acoustical Treatment Program (ATP)  
NOTICE OF BID AWARD AND CONTRACT  
Bid Cycle (BID CYCLE NUMBER)**

Dear NAME:

Please be advised that the Acoustical Treatment Consultant has approved a contract award for the following home(s) in Bid Cycle (BID CYCLE NUMBER) to your company:

(LIST ALL INDIVIDUAL CONTRACT NUMBERS)

Enclosed please find two (2) copies of a construction contract for the above listed home(s) which are being forwarded for your attention. Please execute all copies and return them to us at your earliest convenience. Upon signature by the Acoustical Treatment Consultant, we will return a fully executed contract to you for your file.

You are hereby authorized to proceed with procurement of any miscellaneous materials, scheduling with subcontractors or other activities associated with preparation for construction in order to meet the project schedule requirements. **No on-site work is to be initiated until an official Notice-to-Proceed is issued, following the Pre-Construction Visit.**

Congratulations on your contract award(s) and, as always, if you have any questions with regard to the contracts, please contact me at 824-1440.

Sincerely,

Cheryl Chamness  
Program Manager

**City of San Antonio  
Residential Acoustical Treatment Program (ATP)  
CONSTRUCTION CONTRACT**

ATP Bid Cycle: \_\_\_\_\_

ATP Parcel Number: \_\_\_\_\_

THIS agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Agreement"), between CALP-THC PARTNERSHIP, a Joint Venture organized and existing under the laws of  
the State of Georgia, (hereinafter referred to as the "Joint Venture"), and  
\_\_\_\_\_, (hereinafter referred to as the "Contractor").

WHEREAS, the Joint Venture is responsible for the construction aspects of the Residential Acoustical Treatment Program ("ATP") sponsored by the City of San Antonio, Texas (the "City"), for and on behalf of the San Antonio International Airport (the "Airport"); and

WHEREAS, Contractor has reviewed the Drawings and Specifications for certain work to be performed on the above-referenced parcel(s) and has submitted a bid for the performance of such work (the "Bid");

NOW, THEREFORE, the Joint Venture and Contractor agree as follows:

1. **Scope.** In consideration of the payment of the Contract price in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), Contractor shall perform all work set forth in the Drawings and Specifications and Bid Form of the Contractor (the "Work") and agrees to furnish all miscellaneous materials (except windows, doors and window security bars), together with all necessary equipment, tools, labor, and other means of construction and perform all necessary work for the full completion of the Work, such Work to be performed in accordance with approved Drawings and Specifications and for the price and compensation set forth above and as specified in the Bid Form of the Contractor, which is hereto attached and hereby made a part of this Agreement. Work and payments will be pursuant to and in accordance with Drawings and Specifications and General and Special Conditions therein set forth and addenda thereto (the "Contract Documents"), all being incorporated by reference and being a part of this Agreement. The Joint Venture reserves the right to make changes to the Work in its sole discretion, provided that appropriate adjustments are made to the Contract price.
  
2. **Disadvantaged Business Enterprises.** The Contractor agrees to utilize the following Disadvantaged Business Enterprises:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. **Quality of Work.** Contractor agrees that the Work shall be done and performed in a good and workmanlike manner, that all materials and labor shall be in strict conformity in every respect with the Drawings and Specifications for the improvements and shall be subject to inspection and approval of the Joint Venture and, in case any miscellaneous material or labor supplied shall be rejected by the Joint Venture as defective or unusable, such rejected material shall be removed and replaced with approved material, and the rejected work shall be corrected to the satisfaction and approval of the Joint Venture, at no additional cost or expense to the Joint Venture.
  
4. **Commencement.** Contractor further agrees that he will commence the Work hereunder upon receipt of the executed copy of this Agreement and will complete the Work to the satisfaction and approval of the Joint Venture within the time limits specified in Time of Completion in the ATP Construction Specifications.

5. **Delays.** Any delay caused by the elements and other causes over which Contractor has no control or by strikes or other combined action of workers employed in the construction or in the transportation of materials, in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused and the time for completion extended to the extent that the Joint Venture may find and determine such condition to have delayed completion within the time limit through no fault of the Contractor, but the judgment of the Joint Venture in respect thereto shall be final and conclusive. Contractor agrees that neither it nor its Subcontractors shall have any claim for damages against the Joint Venture, or its members or their officers, directors and agents arising from delays in the Work. Contractor understands that its sole remedy for a delay is an extension of time.
6. **Extra Work.** It is further understood and agreed that no claim for extra Work done or materials furnished by the Contractor will be allowed except as provided by the Specifications, nor shall the Contractor do any work or furnish any materials not covered by the Contract Documents and by this Contract unless such work is first ordered in writing. Any extra work done or materials furnished by the Contractor without written order first being given therefor as provided in the Contract Documents shall be at Contractor's risk, cost and expense, and Contractor agrees in such event that he will make no claim for compensation for such extra work or materials.
7. **Personal Liability.** It is further agreed that in no event shall the contracting officers of the Joint Venture, its members, agents, officers, employees, or consultants be personally liable or responsible in any manner to the Contractor, Subcontractors, suppliers, laborers or to any other person or persons whomsoever for claims, demands, damages, actions, or causes of action, judgments or liabilities of any character arising out of or by reason of the execution of this Agreement or the performance or completion of the Work and improvements provided herein.
8. **No Disqualification.** Contractor certifies that it has not been disqualified or debarred from entering into or receiving any federal contract, Texas Department of Transportation contract, or a municipal State-aid or County State-aid Contract administered by the Department of Transportation as agent of a municipality or county pursuant to Texas Statutes. Further, Contractor agrees not to utilize either directly or indirectly any contractor, corporation, partnership, or business however organized, which is disqualified or debarred from entering into or receiving a contract as stated above. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a Contractor, a Subcontractor, or as an equipment or material supplier.
9. **Compliance with Laws.** It is further agreed that the Contractor is in compliance with and will abide by the provisions of Title VII of the Civil Rights Act of 1964 and Federal Regulations of the Department of Transportation, will afford opportunity for Disadvantaged Business Enterprise, will comply with restrictions on Federal Public Works Projects, will comply with the General Civil Rights Provisions, and will comply with Buy American Steel and Manufactured Products for Construction requirements, as set forth in Section 00100 of the Specifications.
10. **Warranties.** Contractor will provide standard one-year warranties, in a form acceptable to the Joint Venture, for all materials and workmanship. Such warranties shall commence as of the time of final completion of all RATP Work on each property.
11. **Indemnity.** Contractor will save, defend, indemnify and hold harmless the Joint Venture, its members, officers, agents and employees from and against, and assume and defend at Contractor's sole cost the defense of, any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses, including attorneys' fees, arising out of (a) any material breach of its representations, warranties and obligations under this Agreement that is not timely cured, (b) negligence or misconduct of Contractor, its officers, directors and employees, or (c) any third party claims based on Contractor's performance of, or installation of products under, this Agreement.
12. **Miscellaneous.** This instrument contains the entire agreement between the parties and supersedes and replaces other agreements, written or oral, made at any time between the parties concerning the subject matter herein. No failure or delay on the part of either party in exercising any right under this Agreement

will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right. Any amendment to this Agreement must be in writing and signed by both parties. Contractor may not assign, pledge or transfer its rights or obligations under this Agreement without consent of the Joint Venture. This Agreement shall be interpreted and construed in accordance with the laws of the state of Texas. Any dispute arising under this Agreement shall be resolved by arbitration conducted under the Construction Industry Arbitration Rules of the American Arbitration Association, by a single arbitrator selected by mutual agreement of the parties.

CALP-THC PARTNERSHIP (the "Joint Venture")

By \_\_\_\_\_

STATE OF TEXAS )  
 ) SS  
CITY OF SAN ANTONIO )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as the authorized representative of the Joint  
Venture.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

**Contractor  
Individual & Co-Partnership Acknowledgment**

STATE OF TEXAS )  
 ) SS  
CITY OF SAN ANTONIO )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

**Contractor  
Corporate Acknowledgment**

STATE OF TEXAS )  
 ) SS  
CITY OF SAN ANTONIO )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as  
the authorized representative (s) of \_\_\_\_\_.

DATE

HOMEOWNER NAME  
ADDRESS  
CITY, STATE, ZIP CODE

Re: **City of San Antonio Residential Acoustical Treatment Program (ATP)**  
**NOTICE TO HOMEOWNER OF GENERAL CONTRACTOR AWARD**  
Parcel No.:( NUMBER)

Dear (NAME):

Please be advised, bids in connection with Bid Cycle \_\_\_ were opened on (DATE). After a complete review of all bids, THC, Inc. has awarded a contract to perform the acoustical treatment modifications on your home to (NAME OF CONTRACTOR).

Prior to the start of construction, you will be contacted by your Homeowner Agent to schedule a **Pre-Construction Walk-Through Visit** with (NAME OF CONTRACTOR) and assigned Construction Manager. They will review the scope of work, construction schedule and address any additional questions you may have.

While construction may be a temporary inconvenience, we are committed to ensuring that the process flows as smoothly as possible. We are confident that once construction is completed, the acoustical modifications will add quality living to your home for many years to come.

As always, should you have any questions with regard to the upcoming construction process, please call (NAME OF HOMEOWNER AGENT) at 210-824-1440.

Sincerely,

Cheryl Chamness  
Program Manager

DATE

CONTRACTOR NAME  
ADDRESS  
CITY, STATE, ZIP CODE

**Project: City of San Antonio  
Residential Acoustical Treatment Program (ATP)  
TRANSMITTAL OF EXECUTED CONTRACT(S)  
Bid Cycle (BID CYCLE NUMBER)**

Dear NAME:

Enclosed please find one (1) fully executed construction contract(s) between CALP-THC PARTNERSHIP and (NAME OF CONTRACTOR) for the following parcel(s):

(LIST ALL INDIVIDUAL CONTRACT NUMBERS)

If you haven't already done so, please proceed with procurement of any miscellaneous materials, scheduling with subcontractors or other activities associated with preparation for construction in order to meet the project schedule requirements. **No on-site work is to be initiated until an official Notice-to-Proceed is issued, following the Pre-Construction Visit.**

Please feel free to contact me with any additional questions. I can be reached at 824-1440.

Sincerely,

Cheryl Chamness  
Program Manager

Enclosure (1)

ms

## Appendix G

- G-1 Description of Pre-Construction Visit Process
- G-2 Homeowner Reminders and Responsibilities
- G-3 Tenant Responsibilities and Reminders (if applicable)
- G-4 Homeowner Request for Salvage Rights
- G-5 Construction Schedule
- G-6 Daily Inspection Report
- G-7 Change Order Field Directive
- G-8 Change Order Pricing Sheet
- G-9 Change Order
- G-10 Request for Time Extension
- G-11 General Contractor – Request for Asbestos Abatement
- G-12 Asbestos Abatement Work Order
- G-13 General Contractor Deficiency Notice
- G-14 Remedial Construction Work Order
- G-15 Punch List Inspection Report
- G-16 Final Inspection Protocol
- G-17 Certificate of Final Completion
- G-18 Warranty Letter to Homeowner
- G-19 Warranty Policy Identification
- G-20 Homeowner Exit Survey
- G-21 Description of Contractor Payment Process
- G-22 Application for Payment
- G-23 Payroll Report
- G-24 Final DBE Payment Form

## PRE-CONSTRUCTION VISIT PROCESS

- The Pre-Construction Visit typically occurs one to two weeks prior to the start of construction, and once all products have been received and verified.
- The Homeowner Agent will coordinate the scheduling of this appointment with the homeowner, general contractor and the construction manager.
- In addition to the above-named parties, the Homeowner Agent will also attend this visit.
- The following activities are conducted at this visit:
  - The Homeowner Agent will obtain the signatures of all attendees.
  - The General Contractor will distribute the 30-day construction schedule to all parties in attendance identifying the activities that will occur at the home on each day.
  - In addition to distributing the schedule, the General Contractor will provide a detailed explanation of the plan for accomplishing the scope of work within the given timeframe.
  - The construction manager will take digital photos of pre-existing conditions.
  - The General Contractor will place a lock box on the home and obtain from the homeowner a key for access during the construction period.
  - The General Contractor will provide the homeowner with the lead paint pamphlet and obtain the signed receipt from the homeowner.
  - If the homeowner has previously requested to retain any of the products removed from the home (i.e. windows and doors), the Homeowner Agent will have them sign a Homeowner Request for Salvage Rights, with copies being distributed to the General Contractor, Construction Manager, Homeowner and Homeowner Agent.
  - The Homeowner Agent will provide the homeowner with the Homeowner's Reminder and Responsibility Sheet.
  - In the event the property is occupied by a tenant, the Homeowner Agent will provide the tenant with a Tenant's Reminder and Responsibility Sheet.



## HOMEOWNER REMINDERS AND RESPONSIBILITIES

### WINDOWS

- move furniture 6' away from windows
- remove window treatments (curtains, blinds, shades, etc.)
- remove all pictures and wall hangings (in case of vibration)

### DOORS

- move all furniture 6' away from doors
- remove decorative numbers and accessories

### ATTIC INSULATION (if applicable)

- remove all storage items from attic
- secure all valuables and fragile items

### MECHANICAL/HVAC SYSTEM (if applicable)

- provide clear access around all mechanical equipment

### ROOF/ATTIC VENT BAFFLES (if applicable)

- remove all storage items from attic
- provide access to attic

### EVERYDAY DURING CONSTRUCTION

- secure all valuables
- secure all fragile items
- secure pets
- keep children away from construction area(s)
- provide access to home (provide key for lockbox)
- cover all dust sensitive furniture and items

### PRIOR TO CONSTRUCTION

- provide key (for lock box)

### AFTER CONSTRUCTION

- replace, re-hang or reinstall all belongings, wall hangings & window coverings described above when work is complete.

**Reminder: Some interior mount window blinds may no longer fit on the window.**



## TENANT REMINDERS AND RESPONSIBILITIES

**NOTE: YOUR LANDLORD WILL PROVIDE YOU WITH A COPY OF THE CONSTRUCTION SCHEDULE PRIOR TO THE CONSTRUCTION START DATE ON YOUR UNIT.**

### WINDOWS

- move furniture 6' away from windows
- remove window treatments (curtains, blinds, shades, etc.)
- remove all pictures and wall hangings (in case of vibration)

### DOORS

- move all furniture 6' away from doors
- remove decorative numbers and accessories

### ATTIC INSULATION (if applicable)

- remove all storage items from attic
- secure all valuables and fragile items

### MECHANICAL/HVAC SYSTEM (if applicable)

- provide clear access around all mechanical equipment

### ROOF/ATTIC VENT BAFFLES (if applicable)

- remove all storage items from attic
- provide access to attic

### EVERYDAY DURING CONSTRUCTION

- secure all valuables
- secure all fragile items
- secure pets
- keep children away from construction area(s)
- provide access to home (provide key for lockbox)
- cover all dust sensitive furniture and items

### PRIOR TO CONSTRUCTION

- provide key (for lock box)

### AFTER CONSTRUCTION

- replace, re-hang or reinstall all belongings, wall hangings and window coverings described above when work is complete.

**Reminder: Some interior mount window blinds may no longer fit on the window.**

**HOMEOWNER REQUEST FOR SALVAGE RIGHTS**

Parcel No.: \_\_\_\_\_ Bid Cycle No. \_\_\_\_\_

Parcel Address: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Type of Salvage Materials:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: The ATP and the General Contractor cannot guarantee the condition of any material being removed as part of the construction activities. It is the responsibility of the Homeowner to communicate with the General Contractor regarding the proposed location of the salvaged items on the property.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date





### CHANGE ORDER FIELD DIRECTIVE

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

Parcel No. \_\_\_\_\_

Bid Cycle No. \_\_\_\_\_

House Address: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Construction Manager \_\_\_\_\_

The following change(s) to the Scope of Work are authorized. This serves as a "Notice to Proceed" to the General Contractor to immediately perform the required change(s). Costs will be reviewed when the General Contractor submits a Change Order for approval.

Type of Change:        *(circle one)*

**ADD**

**DEDUCT**

**both ADD & DEDUCT**

**NO NET CHANGE**

Reason for Change:

Description of Change:

Estimated Hours: \_\_\_\_\_

Estimated Cost: \_\_\_\_\_

\_\_\_\_\_  
Signature of General Contractor

\_\_\_\_\_  
Signature of Construction Manager

# CHANGE ORDER PRICING SHEET

Date: \_\_\_\_\_ Parcel No. \_\_\_\_\_ Bid Cycle: \_\_\_\_\_

General Contractor: \_\_\_\_\_

ATP Construction Manager: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## General Contractor Work

ADD	Labor - includes 49% mark-up	DEDUCT	Labor - includes 49% mark-up
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
	Total Labor: \$ _____		Total Labor: \$ _____
	Materials: \$ _____		Materials: \$ _____
	Mark-up for materials (15%) \$ _____		
	<b>TOTAL ADD</b> \$ _____		<b>TOTAL DEDUCT</b> \$ _____

## Subcontractor Work

ADD	Labor - includes 49% mark-up	DEDUCT	Labor - includes 49% mark-up
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
Category: _____	Hours _____ Cost \$ _____	Category: _____	Hours _____ Cost \$ _____
	Total Labor: \$ _____		Total Labor: \$ _____
	Materials: \$ _____		Materials: \$ _____
	Subcontractor mark-up for materials (15%) \$ _____		
	Subcontractor Total \$ _____		
	General Contractor mark-up (5%) \$ _____		
	<b>TOTAL ADD</b> \$ _____		<b>TOTAL DEDUCT</b> \$ _____

**GRAND TOTAL** \$ \_\_\_\_\_

Change Order Labor Rates for Bid Cycle \_\_\_\_\_ (rates include prevailing wage, fringes, + 49% mark-up)

WORK CATEGORY	COUNTY	RATE
1) Bricklayers & Stonemasons	Bexar	(WAGE)
2) Carpenter	Bexar	(WAGE)
3) Drywall Taper or Finisher	Bexar	(WAGE)
4) Electrician	Bexar	(WAGE)
5) Heat or Frost Insulator	Bexar	(WAGE)
6) Insulator (Batt or Blown)	Bexar	(WAGE)
7) Lather	Bexar	(WAGE)
8) Painter	Bexar	(WAGE)
9) Plasterer	Bexar	(WAGE)
10) Plumber	Bexar	(WAGE)
11) Roofer or Waterproofer	Bexar	(WAGE)
12) Sheet Metal Worker	Bexar	(WAGE)
Siding Installer	Bexar	(WAGE)
14) Tuckpointer, Caulker, Cleaner	Bexar	(WAGE)
15) General Laborer	Bexar	(WAGE)
16) Asbestos Abatement Worker	Bexar	(WAGE)

### CHANGE ORDER

Change Order No.: \_\_\_\_\_

Change Order Date: \_\_\_\_\_

ATP Parcel No.: \_\_\_\_\_

Bid Cycle: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Description of Change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Original Contract sum	\$	_____
Change Orders Approved to Date	\$	_____
Net Contract Sum to Date	\$	_____
Contract Sum will be (increased) (decreased) (unchanged)		
by this Change Order in the amount of	\$	_____
New Contract Sum including this Change Order	\$	_____

The General Contractor is hereby directed to make the above noted changes in the Work. This Change Order is not valid until signed by the General Contractor and ATP Construction Manager. Signature of this Change Order indicates agreement with any adjustment in Contract Time or Contract Sum.

Residential Acoustical Treatment Program (ATP)

General Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Construction Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# REQUEST FOR TIME EXTENSION

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

Contract No. \_\_\_\_\_ Bid Cycle No. \_\_\_\_\_

House Address: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Type of Extension: *(circle one)*

Construction	Punch List	Final	Closeout
--------------	------------	-------	----------

Original Completion Date: \_\_\_\_\_

Requested Completion Date: \_\_\_\_\_

Reason for Request:

If extension is a result of product delay, list name of manufacturer: \_\_\_\_\_

Homeowner notified of delay? \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Signature of General Contractor

The requested extension for the above noted scope of work is approved. As required by the Project Specifications, all other Scope of Work items are to be completed by the original completion date.

The approved extension date is: \_\_\_\_\_

\_\_\_\_\_  
Signature of ATP Construction Manager



# ASBESTOS ABATEMENT WORK ORDER

Date: \_\_\_\_\_ ATP Parcel No.: \_\_\_\_\_ Bid Cycle No.: \_\_\_\_\_

House Address: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

The work indicated below will be performed by:

\_\_\_\_\_  
Name of Asbestos Abatement Contractor

\_\_\_\_\_  
Address of Asbestos Abatement Contractor

\_\_\_\_\_  
Phone Number and Contact Person

Date of Work: \_\_\_\_\_

Time of Work: \_\_\_\_\_

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Asbestos abatement work must be completed in one day within scheduled work hours from 7:30 AM to 5:30 PM. The General Contractor must notify the Homeowner of the Asbestos Abatement schedule date and coordinate the work directly with the Asbestos Abatement Contractor.

\_\_\_\_\_  
Signature of Construction Manager

\_\_\_\_\_  
Date

**GENERAL CONTRACTOR DEFICIENCY NOTICE**

Date: \_\_\_\_\_ ATP Parcel Number: \_\_\_\_\_ ATP Bid Cycle: \_\_\_\_\_

General Contractor: \_\_\_\_\_

ATP Construction Manager: \_\_\_\_\_

DEFICIENCY	POINTS
<input type="radio"/> Contractor failed to comply with requirements listed in Paragraph 7.6 of the General Conditions	2
<input type="radio"/> Contractor failed to attend a Pre-Bid Open House visit	2
<input type="radio"/> Contractor failed to submit a bid for which a bid packet was picked up	2
<input type="radio"/> Contractor failed to meet construction communication requirements outlined in Paragraph 2.23.2 of the General Conditions	2
<input type="radio"/> Contractor failed to attend Monthly General Contractor Interview Night	2
<input type="radio"/> Contractor failed to attend the Monthly General Contractor Meeting	2
~~~~~	
<input type="radio"/> Contractor failed to provide homeowner and ATC with required paint and stain samples	3
<input type="radio"/> Contractor failed to comply with Paragraph 2.14, Cleaning, of the General Conditions	3
<input type="radio"/> Contractor sublet a part of the Work to more than one subcontractor	3
<input type="radio"/> Contractor failed to complete all Work within the scheduled 30 day construction period, 5 day punch list deadline or the approved time extension	3
~~~~~	
<input type="radio"/> Contractor failed to maintain a safe work environment and home security	5
<input type="radio"/> Contractor failed to use only ATP approved products.	5
<input type="radio"/> Contractor failed to adhere to the work scope and/or failed to perform in accordance with the Construction Specifications	5
<input type="radio"/> Contractor defamed the products or companies of its competitors or its manufacturer's competitors	5
<input type="radio"/> Contractor failed to meet promotional and marketing restrictions outlined in Subparagraph 2.23.1, Contractor Communication and Solicitation, of the General Conditions	5
<input type="radio"/> Contractor employed workers on project site without badges and/or misused temporary badge	5
<input type="radio"/> Contractor failed to meet ATP insurance coverage requirements	5
<input type="radio"/> Contractor failed to make payments to Subcontractors, Suppliers and/or Employees in accordance with Paragraph 8.5 of the General Conditions	8.4
<input type="radio"/> Contractor conducted himself/herself in an unprofessional manner	5

TOTAL DEFICIENCY POINTS: \_\_\_\_\_

**CONDITIONS:**

The above deficiency points will apply to performance of the General Contractor. Deficiency Points will be assessed for each individual contract and will accumulate during the above associated Bid Cycle. Upon issuance of Deficiency Points, any resulting penalties will be issued in accordance with Section 00700 of the ATP Construction Specifications Manual.

\_\_\_\_\_  
Signature of ATP Construction Manager (or) Program Manager

# REMEDIAL CONSTRUCTION WORK ORDER

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

Parcel No. \_\_\_\_\_

Bid Cycle No. \_\_\_\_\_

House Address: \_\_\_\_\_

ATC Construction Inspector: \_\_\_\_\_

The work indicated below will be performed by:

\_\_\_\_\_  
Name of Remedial Construction Contractor

\_\_\_\_\_  
Address of Remedial Construction Contractor

\_\_\_\_\_  
Phone Number and Contact Person

Date of Work: \_\_\_\_\_

Time of Work: \_\_\_\_\_

Description of Work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Conditions:**

Remedial construction work will be performed within scheduled work hours from 8:00 AM to 5:00 PM on Monday through Friday. The Remedial Construction Contractor must notify the Homeowner of the work schedule date and time. The Remedial Construction Contractor must coordinate access directly with the Homeowner.

\_\_\_\_\_  
Signature of ATC Construction Inspector

\_\_\_\_\_  
Date

# PUNCH LIST INSPECTION REPORT

Parcel No. \_\_\_\_\_ Bid Cycle No. \_\_\_\_\_

House Address: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Date of Punch List Inspection: \_\_\_\_\_

In accordance with ATP Construction Specifications and Contract Documents, the following is a list of items that require correction within five (5) working days:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_

8. \_\_\_\_\_  
\_\_\_\_\_

9. \_\_\_\_\_  
\_\_\_\_\_

10. \_\_\_\_\_  
\_\_\_\_\_

11. \_\_\_\_\_  
\_\_\_\_\_

12. \_\_\_\_\_  
\_\_\_\_\_

13. \_\_\_\_\_  
\_\_\_\_\_

14. \_\_\_\_\_  
\_\_\_\_\_

15. \_\_\_\_\_  
\_\_\_\_\_

16. \_\_\_\_\_  
\_\_\_\_\_

17. \_\_\_\_\_  
\_\_\_\_\_

## FINAL INSPECTION PROTOCOL

- The Construction Manager will inspect any and all outstanding issues (from the punch list previously prepared) to verify completion of these items.
- The Construction Manager, Contractor, Homeowner and Homeowner Agent will walk through the home a final time to ensure there are no remaining issues.
- The Contractor will demonstrate to homeowner the proper operation of the products installed.
- If all remaining items have been completed, the Construction Manager and Contractor will sign the "Certificate of Final Completion" form verifying completion and acceptance of all work.
- The Homeowner Agent will provide to homeowner the following documentation:
  - Warranty Letter;
  - Warranty Policy Identification Checklist;
  - Warranty Packet (containing product manufacturer's warranties for all applicable products installed at the home);
  - One (1) Year Construction Warranty (as provided by the General Contractor).
- The Homeowner Agent will provide to homeowner a "Homeowner Exit Survey" for completion as well as a self-addressed, stamped envelope for returning to the Acoustical Treatment Program (ATP) office.
- If applicable, notification of Final Inspection will be sent to City representative.

### CERTIFICATE OF FINAL COMPLETION

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

Parcel No.: \_\_\_\_\_

Bid Cycle No. \_\_\_\_\_

House Address: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

This certificate serves to verify that final completion has been achieved for the above referenced property. The Final Completion date established as: \_\_\_\_\_

The Work performed under this Contract has been inspected and found to be complete in accordance with the specifications of the Contract Documents. General Contractor's one (1) year workmanship warranty begins effective this date.

_____	_____	_____
Construction Manager	Signature	Date

The contractor verifies that all work performed under this Contract, including the list of remaining work (punch list), has been completed in totality.

_____	_____	_____
Contractor	Signature	Date

DATE

HOMEOWNER NAME  
ADDRESS  
CITY, STATE, ZIP CODE

RE: **City of San Antonio Residential Acoustical Treatment Program (ATP)**  
**Parcel Number: \_\_\_\_\_ / Parcel Address: \_\_\_\_\_**  
**One (1) Year Construction Warranty & Product Warranty Policies**

Dear (HOMEOWNER NAME):

On (DATE), the Acoustical Treatment Consultant (ATC) performed a final completion inspection of the acoustical treatment modifications made to your home in connection with the Residential Acoustical Treatment Program (ATP). In accordance with the terms of the contract, your general contractor, (GENERAL CONTRACTOR NAME), is required to provide a warranty **on all construction workmanship for a period of one (1) year** from the date of final completion. Based on the final completion date noted above, your one (1) year warranty will be in effect from (DATE) to (DATE).

If, during this one (1) year construction warranty period, you believe that service is required with respect to a construction warranty issue, please contact me at 824-1440. Upon verification, we will contact your general contractor and arrange for any required remedial construction work. Homeowners will be solely responsible for all construction issues upon expiration of this one (1) year construction warranty period.

Despite this above construction warranty policy, homeowners are required to assume full responsibility of all ATP product warranty issues from the time of final completion. In the event you encounter a product warranty issue relating to product operation and durability, you will be responsible for contacting the product manufacturer directly, to coordinate all warranty claims. To assist you in this process, we have included the warranty policies for all products provided in your acoustical treatment package (see attached). Please be advised that warranty terms and duration differ among product manufacturers.

Please do not hesitate to call with any additional questions or concerns.

Sincerely,

(Name of Homeowner Agent)  
Homeowner Agent

Enclosure

WARRANTY POLICY IDENTIFICATION  
RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM (ATP)

General Contractor: (name)  
Address: (address)  
Telephone: (phone)

Parcel Number: \_\_\_\_\_  
Parcel Address: \_\_\_\_\_

Dear Homeowner:

As the general contractor for ATP work on your property, we guarantee all workmanship and materials for a period of one (1) year after the date of the Certificate of Final Inspection. In addition, the following marked items of work apply to your home and have longer warranty periods and/or manufacturer's product warranties:

- 1. Steel Doors - Installation, 1 year. Manufacturer's product warranty (enclosed), 10 years.
- 2. Acoustic Aluminum-Clad "Solo" Doors - Installation, 1 year. Manufacturer's product warranty (enclosed), 10 years.
- 3. Wood Doors - Installation, 1 year. Manufacturer's product warranty (enclosed), 1 year.
- 4. Storm Windows, Storm Doors & Sliding Glass Storm Doors - Installation, 1 year. Manufacturer's product warranty (enclosed), product -10 years, finish for chipping, cracking or peeling, 10 years; finish for chalking & fading, 1 year.
- 5. Vinyl/aluminum Windows - Installation, 1 year. Manufacturer's product warranty (enclosed), 10 years.
- 6. Vinyl/Acrylic glazing panels - Installation, 1 year. Manufacturer's product warranty (enclosed), 10 years.
- 7. Aluminum Windows - Installation, 1 year. Manufacturer's product warranty (enclosed), 10 years.
- 8. Furnace - Manufacturer's product warranty (enclosed or left with mechanical equipment), 10 years.
- 9. Air Conditioning System - Manufacturer's Product Warranty (enclosed or left with equipment), 1 year.
- 10. Electrical System - Manufacturer's Product Warranty (enclosed or left with equipment), 1 year.
- 11. Exhaust Fans & Ventilation Systems - Manufacturer's product warranty (enclosed or left with equipment), exhaust fans, 1 year; balanced ventilation systems, 2 years.
- 12. Water Heaters - Manufacturer's product warranty (enclosed), 5 years for the water tank.
- 13. Other: \_\_\_\_\_

If mechanical and/or electrical work was performed on your home, mechanical and/or electrical concerns during the one (1) year warranty period or extended mechanical and/or electrical product warranty periods should be addressed to our mechanical/electrical subcontractor.

Mechanical/Electrical Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

If you have any other warranty concerns please contact us directly.

I hereby certify that the Homeowner has received all applicable warranties.

Sincerely,

GC initials: \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

**HOMEOWNER**

**EXIT SURVEY**



## POST-MODIFICATION HOMEOWNER EXIT SURVEY

### HOMEOWNER INFORMATION

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

### OVERALL SATISFACTION

- |   |     |    |
|---|-----|----|
| 1. Overall, were you satisfied with the ATP?  | YES | NO |
| 2. Would you recommend the ATP to your neighbors?   | YES | NO |
| 3. Would you recommend your Contractor to your neighbors?                                     | YES | NO |
| 4. Are you satisfied with your ATP products?  | YES | NO |
| 5. Are the sound insulation treatments effective in reducing the aircraft noise in your home? | YES | NO |

**5 = EXCELLENT    4 = VERY GOOD    3 = GOOD    2 = FAIR    1 = POOR**

### ACOUSTICAL TREATMENT CONSULTANT (ATC) TEAM PERFORMANCE

**Please evaluate the design team in the following areas:**

- |  |   |   |   |   |   |
|--|---|---|---|---|---|
| 1. Did they represent and describe the sound insulation modifications that you were eligible to receive? | 5 | 4 | 3 | 2 | 1 |
| 2. Were your questions regarding the ATP answered by your homeowner agent and design team?               | 5 | 4 | 3 | 2 | 1 |
| 3. Were the legal documents explained to you by your homeowner agent?                                    | 5 | 4 | 3 | 2 | 1 |
| 4. Was the program staff helpful, courteous, respectful and responsive to your concerns?                 | 5 | 4 | 3 | 2 | 1 |
| 5. Please rate the program staff's overall performance and quality of work:                              | 5 | 4 | 3 | 2 | 1 |
| 6. Any additional comments regarding the program/consultant team:  |   |   |   |   |   |

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## POST-MODIFICATION HOMEOWNER EXIT SURVEY

**5 = EXCELLENT    4 = VERY GOOD    3 = GOOD    2 = FAIR    1 = POOR**

### GENERAL CONTRACTOR PERFORMANCE

**Please rate your General Contractor in the following areas:**

1. Please state the name of the contractor who provided work on your home:

---

2. Did the contractor maintain an appropriate level of coordination and communication with you during the construction process?	5	4	3	2	1
---	---	---	---	---	---

3. Did the contractor clean up on a daily basis?	5	4	3	2	1
--	---	---	---	---	---

4. Please rate your contractor's quality of work:	5	4	3	2	1
---	---	---	---	---	---

5. Was the construction completed on time?		YES	NO
--	--	-----	----

6. Would you recommend your contractor to your neighbors?		YES	NO
---	--	-----	----

7. Any additional comments regarding your contractors:

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**CITY OF SAN ANTONIO**  
**RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM (ATP)**

**DESCRIPTION OF CONTRACTOR PAYMENT PROCESS**

The payment process authorizes general contractors to be paid in one single increment representing 100% of the contract amount upon completion of all specified work (including punch list items) and any approved change orders. The construction manager will have the sole authority to designate final completion status at the conclusion of the Final Inspection.

**Payment Process**

- Upon satisfactory completion of all work identified in the scope of work and the issuance of a Final Inspection Certificate by the construction manager, the general contractor will submit a Payment Request to the Acoustical Treatment Consultant.
- The official Payment Request form will be accompanied by all supporting documentation including, but not limited to, the following:
  - ✓ Certified payroll reports for general contractor and subcontractors listing each person employed on the project during the period included in the Payment Request; and
  - ✓ Material invoices, as necessary; and
  - ✓ DBE / SBEDA paperwork, as necessary.
- The Acoustical Treatment Consultant (ATC) will perform the following tasks:
  - ✓ Verify that the amount of Payment Request coincides with the official contract amount as well any approved change orders.
  - ✓ Verify mathematical accuracy of payment request;
  - ✓ Confirm inclusion of all supporting documentation;
  - ✓ Review certified payrolls to determine compliance with prevailing wage rate requirements.
- ATC will enter payment amount and date into database;
- ATC will issue check to general contractor and send via U.S. mail, or pick up at ATC office upon request.
- Upon receipt of payment, General Contractors are required to pay subcontractors and suppliers within five (5) days.

**APPLICATION FOR PAYMENT**

Date of Request: \_\_\_\_\_

Bid Cycle: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

**Statement of the Contract Amount**

Original Contract Amount: \$ \_\_\_\_\_

Change Orders Approved to Date: \$ \_\_\_\_\_

**Net Contract Amount:** \$ \_\_\_\_\_

**Certificate of Contractor:**

I hereby certify that the work performed and the materials supplied to date, as shown on this Application for Payment represent the actual value of accomplishment under the terms of the contract between THC-CALP Partnership and \_\_\_\_\_.

Contractor Name: \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of ATC Construction Manager:**

This is to certify that in accordance with the terms of the contract, the contractor is entitled to full payment in the amount requested above.

Construction Manager: \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Date of Processing: \_\_\_\_\_ Payment Amount: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_\_

**Application for Payment  
Page Two**

**Final Payment - Change Order Summary**

**Change Order 1**

**Amount**

Description:

**Change Order 2**

**Amount**

Description:

**Change Order 3**

**Amount**

Description:

**Change Order 4**

**Amount**

Description:

Total Amount of Change Orders:

\_\_\_\_\_

# PAYROLL REPORT

Page      of     

Contractor \_\_\_\_\_  
 Subcontractor \_\_\_\_\_  
 Contract \_\_\_\_\_  
 Project Name \_\_\_\_\_

Payment Application Period From: \_\_\_\_\_ To: \_\_\_\_\_

Project No.: \_\_\_\_\_

Submit to: Acoustical Treatment Consultant with Application for Payment

NAME AND SOCIAL SECURITY NO.	ADDRESS	SEX M/F	TRADE OR OCCUPATION (Be Specific)	HOURLY BASIC RATE	HOURLY FRINGE BENEFITS	TOTAL BASIC & BENEFITS	TOTAL HOURS WORK REGULAR OVERTIME	GROSS EARNINGS*
SS#								
SS#								
SS#								
SS#								
SS#								
SS#								
SS#								
SS#								
SS#								
SS#								

Each and every employee employed by me during above payment period has been paid the prevailing wage rate in conformance with Chapter 30 of the Milwaukee County Ordinances. Information contained in this report is true and accurate to the best of my knowledge.

\*EXCLUDE FRINGE BENEFITS UNLESS THEY ARE PAID AS WAGES

\_\_\_\_\_  
 Company Officer's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Type or Print Officer's Name & Title

## FINAL DBE PAYMENT FORM

### PROGRESS ASSESSMENT REPORT (DBE-PAR) DOCUMENTATION OF WORK SUBCONTRACTED

(NOTE: This form is for reporting purposes only. Do not submit this document with the Compliance Subcontracting Plan.)

Date Received in ATC Office \_\_\_\_\_

Date of Award \_\_\_\_\_ Contract/Requisition Number \_\_\_\_\_

Prime Vendor's Name \_\_\_\_\_

Vendor Identification (VID) Number \_\_\_\_\_

Total Contract Amount Paid this Period to Contractor \_\_\_\_\_

Document DBE and NON-DBE Subcontractors' Information, as applicable below:

The Successful Vendor will be required to submit a form similar to the one below for each subcontractor utilized during the previous month to ATC by the 5th of each month (or as requested by ATP or AIRPORT).

DOCUMENTATION OF WORK SUBCONTRACTED									
VENDOR IDENTIFICATION NUMBER (id)	SUBCONTRACTOR, SUPPLIER NAME(S)	DBE CERTIFIED (YES/NO)	ETHNICITY	GENDER	DESCRIPTION OF GOOD OR SERVICES PROVIDED	TOTAL CONTRACT \$ AMOUNT FROM LETTER OF INTENT WITH SUBCONTRACTOR	TOTAL \$ AMOUNT PAID THIS MONTH TO SUBCONTRACTOR(S)	TOTAL CONTRACT \$ AMOUNT PAID YEAR TO DATE	PERCENT OF CONTRACT (INTERNAL USE ONLY)
GRANDTOTAL									

MBE/Minority Type: African (Black) American- BL  
 Hispanic American-HI  
 Asian Pacific American-AS

Native Americans - NA  
 American Women-WO

**NOTE:** If your firm used a minority or woman-owned business that is not DBE certified, Please enter the minority Type.

Date: \_\_\_\_\_ Month of Report: \_\_\_\_\_