

SPECIFICATIONS

Project Manual

TEXAS A&M UNIVERSITY – CORPUS CHRISTI INTERIOR UPGRADES AT SURF & JETTY STUDENT HOUSING DORMS

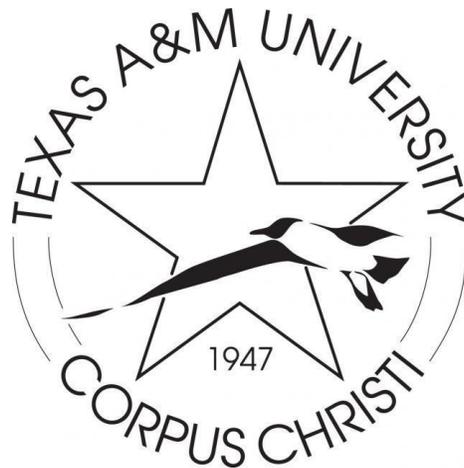
6300 Ocean Drive, Corpus Christi, Texas

**TAMU-CC PROJECT NO. RFQ004-01
WORK ORDER NO. 004**

For Construction
February 3, 2026

**The Texas A&M University – Corpus Christi
Office of Facility Administration**

Owner



Turner | Ramirez Architects

3751 South Alameda St.
Corpus Christi, Texas, 78411
361-994-8900

UNIVERSITY OFFICIALS

May 2023

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Mr. Scott Meares, CCM, EAVPO

*** The Official Address for Texas A&M University-Corpus Christi:**

U.S. Mail: 6300 Ocean Drive, Unit 5731, Corpus Christi, TX 78412-5731

Physical: Mail: 6300 Ocean Drive, Unit 5731, Corpus Christi, TX 78412-5731

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REQUEST FOR BID PROPOSAL

Proposal Number: CSP6-0001

**Name of Project: INTERIOR UPGRADES AT SURF & JETTY
STUDENT HOUSING DORMS**

Proposal, including a sealed Bid Proposal, for the “CSP6-0001 Interior Upgrades at Surf & Jetty Student Housing Dorms” project for Texas A&M University-Corpus Christi shall be received in Procurement Office, 6300 Ocean Drive, Unit 5731, Corpus Christi, TX 78421-5731 on Thursday, March 5, 2026. Closing time for the receipt of the CSP sealed bid Proposals is 2:00 PM, local time. Proposals will be publicly opened and read aloud in room 110 at that time.

The Proposal form, Information to Bidders, Plans (drawings), Conditions of the Contract, Technical specification and other documents that constitute the contract may be examined at the office of Will Hobart, Director of Procurement & Disbursements, 6300 Ocean Drive, Unit 5731, Rm 109, Corpus Christi, TX 78421-5731 and 361-825-2616.

A Pre-Proposal Conference and site tour shall be held on Tuesday, February 24, 2026 in the Purchasing Building, 6300 Ocean Drive, Unit 5731, Corpus Christi, TX 78412, at 10:00 AM, local time.

Deadline for Submission of Questions is Thursday, February 26, 2026, no later than 5:00 PM, local time. All inquiries shall be submitted in writing to Will Hobart by email to will.hobart@tamucc.edu. All inquiries will result in written responses, via Addendum to this CSP, on Friday, February 27, 2026, with copies posted to the TAMU-CC purchasing website at: <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunities.php>

If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

The Owner reserves the right to waive any formalities or to reject any or all Proposals. Alteration or modification of the Bid Forms shall be cause for rejection of the Proposal.

Each Bidder must deposit with the Proposal, a Bid Security in the amount, form and subject to the conditions provided in the Information to Bidders.

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

Will Hobart, Director of Procurement & Disbursements

THE TEXAS A&M UNIVERSITY SYSTEM INSTRUCTIONS FOR COMPETITIVE SEALED PROPOSALS

1.0 GENERAL:

- 1.1 In accordance with Sec. 51.783, Texas Education Code, the Board of Regents of The Texas A&M University-Corpus Christi is requesting Competitive Sealed Proposals (CSP) from general construction contractors.
- 1.2 All data submitted with a Proposal, except as noted herein, is deemed to be a part of the terms and conditions of the Contract.
- 1.3 It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and our purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. Subcontracting opportunities are anticipated for this Request for Competitive Sealed Proposals (RFCSP) and therefore a HUB Subcontracting Plan (HSP) is required.

2.0 RECEIPT OF PROPOSALS:

- 2.1 Proposals will be received at the time, place and under conditions set forth in the published RFCSP.
- 2.2 Proposal documents are obtainable from the Architect/Engineer (A/E) under conditions set forth in the RFCSP.

3.0 INFORMATION INQUIRIES:

- 3.1 Information inquiries regarding the CSP process should be directed to the Director of Procurement & Disbursements at telephone: 361-825-2616
- 3.2 See "Supplemental Instructions for Competitive Sealed Proposals" for information inquiries regarding the technical aspects of the Drawings and Specifications.
- 3.3 Information inquiries regarding the HUB Program and HSP process should be directed to the HUB Coordinator as listed in Part 3, HUB Subcontracting Plan for Construction Services.

4.0 DISCREPANCIES AND INTERPRETATIONS:

- 4.1 Proposer must notify the Project Manager and the A/E, in writing, at least eight (8) business days prior to the scheduled Proposal opening date, if discrepancies, ambiguities or omissions are found in the Proposal documents, or if further information or interpretation is desired.
- 4.2 Answers to inquires will be provided in writing to all proposers in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of

the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

5.0 SUBMITTAL PROCEDURE:

- 5.1 There are two parts to the Competitive Sealed Proposal: Part 1A and Part 1B. Submit one (1) original Competitive Sealed Proposal by the time stated per part sealed in a separate uniquely labeled envelope.
- 5.2 Enclose the Bid/Proposal Bond or other acceptable Proposal guaranty in the small envelope affixed to the outside of the CSP envelope for Part 1A.
- 5.3 Complete the proposer identification information on the envelope.
- 5.4 Submit Part 2, Technical Proposal, Proposer's Qualifications by the time stated and in the quantity called for in the Supplemental Instructions for Competitive Sealed Proposals.
- 5.5 Submit Part 3, Technical Proposal, HUB Subcontracting Plan for Construction Services by the time stated and in the quantity called for in Section 2.5 of the Supplemental Instructions for Competitive Sealed Proposals. The HSP shall be submitted as a separate document with sections appropriately tabbed.
- 5.6 If the Proposal is submitted by mail, place the envelopes in a mailing envelope addressed per the Supplemental Instructions for Competitive Sealed Proposals. Delivery of all Proposal parts prior to the advertised time set for the Proposal receipt and subsequent submittal deadlines is the responsibility of the proposer.

6.0 PREPARATION OF COMPETITIVE SEALED PROPOSAL:

- 6.1 The Proposal must be based on conditions at the project site, the project Drawings and Specifications and any addenda issued.
- 6.2 The Proposal, Part 1, (TAMUS Form C-4 CSP) must be authoritatively executed *in blue ink* and submitted on the Proposal form furnished by the A/E.
- 6.3 If the Proposer's Qualifications form does not provide sufficient space to adequately respond to a question, the proposer should attach additional 8 1/2" X 11" white paper sheets as required, referencing the page and question numbers to which the response pertains.
- 6.4 A Proposal showing omissions, alterations, conditions, or carrying riders or other qualifiers which modify the Proposal form may be rejected as irregular.
- 6.5 The various sections of the Part 2 and Part 3 Proposal data should be separated by tabbed dividers. The tabs must identify the sections by name rather than simply a number or alphabet.
- 6.6 If the proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to do so, may be viewed by the Owner as an incomplete response and may subject the entire Proposal to rejection.

- 6.7 Only one Part 1 Proposal shall be submitted by each proposer (A&M System Form C-4 CSP). If two or more Part 1 Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals may be subject to rejection. The blank Proposal form bound in the Specification is for the proposer's information only.
- 6.8 A fully completed and executed Part 3, HUB Subcontracting Plan acceptable to the Owner must be submitted as directed in the Supplemental Instructions for Competitive Sealed Proposals. Failure to submit a Part 3, HUB Subcontracting Plan will constitute an irregular proposal which will be rejected. The HSP shall not be modified after the time set for receipt except as set forth in the Part 3, HUB Subcontracting Plan for Construction Services.
- 6.9 The proposer may modify a Part 1 Proposal by means of marking an add or deduct to a line in the Part 1 Proposal on the outside of the CSP envelope in ink with individuals initials prior to the advertised time set for the receipt of Proposals in the published RFCSP. The add or deduct must not reveal the Proposal price but should identify the addition or subtraction or other modification(s) so that the final prices will not be known until the sealed Proposal is opened. Any such modification shall be confirmed on company letterhead and executed by a company officer and received by the presiding official within two (2) working days after the date of the Proposal opening, otherwise the Proposal modification will be ignored and the total Proposal may be rejected.
- 6.10 Proposals received after the advertised time for the Proposal receipt will be ineligible and will be returned unopened.
- 6.11 Before publicly opening the proposals, the HUB Coordinator official shall make a cursory review of the proposer's HSP to determine if a good faith effort has been made and for preliminary acceptability. If no HSP is submitted or if the submitted Plan is not complete and cannot be made complete under this procedure or is not indicative of a good faith effort as defined in the Part 3, HUB Subcontracting Plan Submittal instructions and the Owner's Policy on Utilization of HUBs, the HUB Program Director will publicly announce this to those in attendance at the opening, reject the proposal and return all submitted proposal parts to the proposer unopened.
- 6.12 After all Proposals are publicly opened, but before they are read aloud, they will be examined by the presiding official to determine if they are complete, in proper form and properly signed. If an error or omission is discovered and classified by the presiding official as a technicality which the Owner has reserved the right to waive, the proposer's representative may be permitted to make the appropriate correction. Any such correction will be announced and explained to those present at the Proposal opening. A Proposal which is not and cannot be made eligible for consideration under this procedure will not be read, nor will the Proposal prices be revealed.
- 6.13 A proposer will receive no compensation or reimbursement of expenses incurred in of the preparation of a CSP submission.
- 6.14 The Owner reserves the right to reject any or all Proposals.

7.0 PUBLIC INFORMATION AND NOTICE OF CONFIDENTIALITY

- 7.1 The Owner considers all Proposal information, documentation and supporting materials submitted in response to this RFCSP to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the execution of the contract.
- 7.2 The Proposer must identify and designate those portions of their technical Proposal which contains trade secrets or other proprietary data. If the Proposal includes such data, the proposer shall:
1. Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside The Texas A&M University System and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal."
 2. Mark each sheet and the specific data on that sheet that the proposer wishes to restrict with the following phrase: "Use or disclosure of this specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

8.0 PROPOSAL GUARANTY:

- 8.1 A certified or cashier's check on a State or National Bank or a Bid/Proposal Bond on The Texas A&M University System (A&M System) Form C-2, Bid/Proposal Bond, from a Surety authorized to transact business in the State of Texas, with a rating of A- or better with A.M. Best Company and listed in the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies in the amount of not less than five percent (5%) of the greatest total amount of the proposed contract amount, payable without recourse to the order of the Board of Regents of The Texas A&M University System, must accompany the Proposal as a guarantee that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.
- 8.2 The Bid or Proposal Bond must be accompanied by a properly dated and executed Power of Attorney with a live Surety seal on each document. Failure to do so will constitute an irregular Proposal which may be rejected. Use of a Surety company's bond form is not acceptable and will cause the Proposal to be rejected.
- 8.3 Should the successful proposer fail to execute the Contract and Bonds within fifteen (15) days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty becomes the property of the Owner, not as a penalty, but as liquidated damages.
- 8.4 Proposal guaranties of all proposers will be retained until after the Contract and Bonds have been executed.

9.0 PRE-QUALIFICATION OF PROPOSER

- 9.1 The Owner, at its option, may elect to pre-qualify proposers. If pre-qualification is to be accomplished, proposers will be required to submit all or specific parts of the information

required by the RFCSP with the exception of pricing information. Pre-qualification may not be a conclusive determination that a proposer offers the best value to the Owner.

- 9.2 A pre-qualified Proposal may be rejected on the basis of subsequently discovered information, but failure to pre-qualify does not prevent a subsequent determination that a proposer offers the best value to the Owner regarding a specific proposal.

10.0 PROPOSER REQUIREMENTS:

- 10.1 As required by Chapter 231, Texas Family Code, a Proposal for a contract to be paid from state funds must include the name and social security number of the sole proprietor, each partner, shareholder or owner with an ownership interest of at least 25 percent of the business entity submitting the Proposal.
- 10.2 The Texas Family Code requires each Proposal to include the following statement: "Under Section, 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract Proposal or application, is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate." Proposer agrees with this certification statement upon submittal of a properly executed Proposal.
- 10.3 All proposals that have a contract value of \$100,000 or more shall contain a Historically Underutilized Business (HUB) Subcontracting Plan. Each Proposer must have made a good faith effort in developing the HSP. The instructions for preparing the HSP are located in the Part 3, HUB Subcontracting Plan of the C-4 CSP form.
- 10.4 Out of state corporate proposers must submit a Certificate of Good Standing or a Certificate of Authority with their Proposal. This certificate may be applied for through the office of the Texas Secretary of State.

11.0 OWNERSHIP OF THE COMPETITIVE SEALED PROPOSAL

- 11.1 Submitted Proposals, documentation and supporting materials shall become the property of the Owner.

12.0 SITE INVESTIGATION:

- 12.1 It is the responsibility of each proposer to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of a Proposal.
- 12.2 After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the proposer should immediately notify the A/E, in accordance with paragraph 4.0 of these Instructions for Competitive Sealed Proposals, of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.
- 12.3 Should the successful proposer fail to make the required investigation and should a question arise after award of contract as to the extent of the Work involved in any particular

case, after receiving recommendations from the A/E, the Owner will make the interpretation of the Contract Documents.

13.0 EVALUATION AND CONTRACT AWARD PROCESS:

- 13.1 Proposals will be opened publicly to identify the names of the proposer and their respective proposed contract amount and contract time. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award or rejection action.
- 13.2 Proposals will be evaluated by the Owner and the A/E. The criteria for evaluation and selection of the successful proposer for this award will be based upon the factors listed below:
- (1) Proposed construction contract amount – 30%
 - (2) Proposed construction contract time – 25%
 - (3) Proposer's project schedule/record of maintaining schedule – 20%
 - (4) Proposer's experience and qualifications – 15%
 - (5) Litigation/claims/compliance – 3%
 - (6) Proposer's Quality Control program – 3%
 - (7) Proposer's safety record and program – 3%
 - (8) Proposal submittal/response – 1%
- 13.3 After opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described under Section 13.2. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected proposer, offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, the Owner will not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.
- If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked proposer, the Owner will terminate discussions with that proposer. The Owner will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.
- 13.4 Immediately following the Owner's approval of the order of ranking of proposers and the Owner's contract award or Proposal rejection action, the proposers will be notified by electronic or facsimile message.
- 13.5 The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.

- 13.6 The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.
- 13.7 The Owner agrees that if the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

PART 1
TECHNICAL PROPOSAL
COMPETITIVE SEALED PROPOSAL

(Firm Name)

(Address)

(City/State/Zip Code)

(Phone)

(Fax)

For

**INTERIOR UPGRADES AT SURF & JETTY
STUDENT HOUSING DORMS
Texas A&M University-Corpus Christi
Corpus Christi, Texas
Project No. CSP6-0001**

Project No. 1571349FY26

Proposal Of:

(Legal Firm Name)

COMPETITIVE SEALED PROPOSAL
to
THE BOARD OF REGENTS
of
THE TEXAS A&M UNIVERSITY SYSTEM
FOR THE FOLLOWING WORK

JETTY-SURF COMMON SPACE REFRESH
Texas A&M University-Corpus Christi
Corpus Christi, Texas

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal and the Proposal is made without collusion with any other entity. The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Supplemental Instructions for Competitive Sealed Proposal, Addenda, selection criteria, estimated budget, Specifications and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions and classes of materials for the proposed Work and agrees to provide all necessary machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of the Owner's Representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance with the Owner's current Uniform General and Supplementary Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal:

No. _____

Dated _____

No. _____

Dated _____

Is proposer a corporation? Check One: Yes No .

If proposer is subject to the Texas Franchise Tax, a "Certificate of Good Standing" issued by the Texas Comptroller of Public Accounts must be submitted with the Proposal.

A "nonresident proposer" is equivalent to a "nonresident bidder," and a "Texas Resident Proposer" is equivalent to a "Texas Resident Bidder," as defined hereafter and may be awarded a Contract in accordance with Chapter 2252, Texas Government Code, as partially quoted below:

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

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

In the space below, enter the address of the proposer's place of business and, if applicable, the name and address of the proposer's ultimate parent company or majority owner.

Proposer's name and address of principal place of business:

Ultimate parent company or majority owner's name and the address of its principal place of business:

BASE PROPOSAL AMOUNT

Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all Work (demolition, site work, general construction, mechanical, plumbing, electrical and data/telecommunications work not including Work listed as alternates) for construction of the INTERIOR UPGRADES AT SURF & JETTY STUDENT HOUSING DORMS; Corpus Christi, Texas, in conformance with Drawings and Specifications prepared by Turner | Ramirez Architects, Texas.

Jetty (Common space only no HVAC work)

(Amount In Words) _____ DOLLARS (\$ _____) Amount In Figures)

Surf (Common space only no HVAC work)

(Amount In Words) _____ DOLLARS (\$ _____) Amount In Figures)

HVAC Duct cleaning all thirteen (13) residential halls

(Amount In Words) _____ DOLLARS (\$ _____) Amount In Figures)

ALTERNATES

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates as described in Section 01 23 00 "Alternates" are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 180 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

SCHEDULE OF ALTERNATES

Alternate No. 1: Provide additive alternate to install Mohawk Hot & Heavy II, LVT, Secoya 5.0-inch (127mm) in lieu of Mohawk Hot & Heavy II LVT, Secoya 2.5-inch. Colors and installation patterns shall remain the same. Refer to Specification Section 096519 – Resilient Tile Flooring.

ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.

_____ Dollars (\$ _____).

(Amount In Words)

(Amount In Figures)

ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

CONSTRUCTION TIME:

The undersigned agrees to start work May 18, 2026, and reach final completion ON OR BEFORE July 31, 2026.

BID OR PROPOSAL BOND:

Accompanying this Proposal is a cashier's check or a Bid or Proposal Bond (TAMUS Form C-2) in the amount of not less than five percent (5%) of the greatest total amount of this Proposal payable without recourse to the order of the Board of Regents of The Texas A&M University System. Use of a surety company bid bond form is NOT acceptable and will constitute an irregular proposal which will be rejected.

The proposer agrees that this Proposal will not be withdrawn for a period of ninety (90) days from the date of the Proposal opening.

The proposer further agrees to pay Liquidated Damages per calendar day for failure to complete the work within the contracted time in accordance with Section 9.11 of the Uniform General and Supplementary Conditions and as established in the Contract.

The proposer's attention is called to Items 10.1 and 10.2 in the Instructions for Competitive Sealed Proposals regarding delinquent child support payments under Chapter 231, Texas Family Code.

Failure to complete all portions of this Proposal form may cause the entire Proposal to be rejected.
(Print or Type Name)

Proposer:

Title: _____

(Legal Firm Name)

Address: _____

Federal Tax I. D. No. _____

Phone No.: _____

By: _____
(Signature)

FAX No.: _____

E-mail Address: _____

Name(s) of individual(s), proprietor(s), partner(s), share holders(s), or owner(s) with an ownership interest of at least 25% of the business entity executing this Proposal.

Name: _____

Name: _____

Name: _____

Name: _____

PART 2

TECHNICAL PROPOSAL

PROPOSER'S QUALIFICATIONS

COMPETITIVE SEALED PROPOSAL

(Firm Name)

(Address)

(City/State/Zip Code)

(Phone)

(Fax)

E-Mail Address

For

INTERIOR UPGRADES AT SURF & JETTY

STUDENT HOUSING DORMS

Texas A&M University-Corpus Christi

Corpus Christi, Texas

Project No. CSP6-0001

General Contractor's Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

State Comptroller Vendor Identification Number: _____

I. GENERAL

1. Qualification information submitted shall be applicable only to the Contractor's office that will perform this Work.
2. Attach your Project Organization Chart and detailed resumes of individuals assigned to this project including full-time project manager, full-time superintendent, full-time project scheduler/expediter, and two full-time quality control supervisors.
3. The resumes of your key personnel shall include professional affiliations.
4. Attach a proposed project schedule.
5. Please indicate how much space (area) you will require for a lay-down area, and how many spaces you will require for on-site parking.

II. HISTORY

1. Corporation Partnership Sole Proprietorship Joint Venture Limited Liability Company

State of Organization: _____

2. In continuous business since: _____

Remarks (if required): _____

3. List other fully staffed offices or fully staffed branch offices of your organization:

<u>Name/Location</u>	<u>Branch Manager</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Corporate Officers, Partners or Owners of Organization:

<u>Name</u>	<u>Title</u>	<u>Construction Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Check box(es) corresponding to the nature of your business:

- Large Business (100 or more employees)
- Small Business (fewer than 100 employees)
- HUB Business
- Other (Define)

6. Has your organization ever defaulted or failed to complete any work awarded?

- Yes No

If yes, stipulate where and why: _____

7. Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? Yes No

If yes, stipulate where and why: _____

8. Has your organization ever been charged with or paid a fine for non-compliance with State and/or Federal statutes or regulations? Yes No

If yes, stipulate for which project, when and why: _____

III. EXPERIENCE

1. Normally performs _____% of the work with own forces.

(List Trades) _____

2. Propose to perform _____% of the work for this project with own forces.

(List Trades) _____

3. List major construction projects your organization has in-progress using the format below:
(Include as an attachment identified by item and sub-item.)

Name and Location of Project: _____

Contract Amount: _____

Percent Complete: _____

Projected Completion Date: _____

Owner Reference Contact:

Name

Telephone

Address

A/E Reference Contact:

Name

Telephone

Address

4. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

5. Largest single contract amount currently in-progress: \$ _____

Project Name: _____

Projected Completion Date: _____

6. Volume of work completed over last 5 years: (Through 12/31)

2025 \$ _____

2024 \$ _____

2023 \$ _____

2022 \$ _____

2021 \$ _____

7. List major construction projects your organization has completed in the last 5 years with completion dates and references. Other projects of particular significance may also be listed. (Include as an attachment identified by item and sub-item.)

Name and Location of Project: _____

Contract Amount: _____

Date Completed: _____

Owner Reference Contact:

Name

Telephone

Address

A/E Reference Contact:

Name	Telephone
Address	

8. List pending claims and/or litigation at time of submitting Proposal. (Show project name, owner and summary explanation.)

IV. SAFETY PROGRAM

1. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2025	\$	
2024	\$	
2023	\$	
2022	\$	
2021	\$	

2. Complete matrix for the five past years, as obtained from OSHA No. 200 Log:

	2025	2024	2023	2022	2021
Number of injuries and illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours worked. (round to 1,000's)					

3. Are regular project safety meetings held for Field Supervisor(s)? Yes No
 If yes, frequency: Weekly Bi-monthly Monthly As Needed

4. Are project safety inspections conducted? Yes No

If yes, who performs inspection?

How often?

Who is required to attend?

5. Does organization have a written safety program? Yes No

If yes, provide a copy. It will become a compliance document upon contract award.

6. Does your organization have a safety orientation program for new employees? Yes No

For employees promoted to Field Supervisor? Yes No

If yes, does your Supervisor Safety Program include instructions on the following:

	Yes	No
Safety work practices	<input type="checkbox"/>	<input type="checkbox"/>
Tool box safety meetings	<input type="checkbox"/>	<input type="checkbox"/>
First aid procedures	<input type="checkbox"/>	<input type="checkbox"/>
Accident investigation	<input type="checkbox"/>	<input type="checkbox"/>
Fire protection	<input type="checkbox"/>	<input type="checkbox"/>
New worker's orientation	<input type="checkbox"/>	<input type="checkbox"/>

V. QUALITY CONTROL PROGRAM

1. Submit a complete quality control program which will become a compliance document upon contract award.
2. This plan should address all aspects of quality control including responsibility for surveillance work, acceptance, rejection, documentation and resolution of deficiencies, trend analysis and corrective action and interface with Owner's inspectors.

PART 3
HUB SUBCONTRACTING PLAN
for
CONSTRUCTION SERVICES

(Firm Name)

(Address)

(City/State/Zip Code)

(Telephone)

(Fax)

(E-Mail Address)

For

**INTERIOR UPGRADES AT SURF & JETTY
STUDENT HOUSING DORMS
Texas A&M University-Corpus Christi**

Corpus Christi, Texas

Project No. CSP6-0001

I. HUB PROGRAM

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting.

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Texas A&M University-Corpus Christi (TAMUCC) has determined that the agency's goals differ from the State's goals. Therefore, respondents are required to use the following:

- 16.19% for all building construction, including general contractors and operative builders contracts;
- 16.49% for all special trade construction contracts;
- 14.46% for professional services contracts;
- 9.89% for all other services contracts; and
- 23.76% for commodities contracts.

A Historically Underutilized Business (HUB) is defined by statute as an entity with its principal place of business in this state that is: (a) a corporation formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, Native Americans and Service Disabled Veterans and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and have a proportionate interest and demonstrate active participation in the control operation and management of the corporation's affairs; (b) a sole proprietorship created for the purpose of making a profit that is 100% owned, operated, and controlled by a person described in subdivision (a) of the subsection; (c) a partnership formed for the purpose of making a profit in which 51% of the assets and interest in the partnership is owned by one or more persons and demonstrate active participation in the control, operation and management of the partnership's affairs; (d) a joint venture in which entity in the joint venture is a HUB under this subsection; or, (e) a supplier contract between a HUB under this subsection and a prime contractor under which the HUB is directly involved in the manufacture or distribution of the supplies or materials or otherwise warehouses and ships the supplies.

TAMUCC shall make a good faith effort to meet or exceed either the State of Texas Disparity Study goals or the agency's goal and to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of to contract directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and Comptroller of Public Accounts HUB Rules, TAC Section § 20.14.

The total expected value of this contract is \$100,000 or more and Texas A&M University-Corpus Christi has determined that subcontracting opportunities are probable for this contract. Therefore, the Respondent is required to submit a HUB Subcontracting Plan (HSP) with their proposal. The Respondents will use the procedures prescribed in Article II when developing the HSP.

All Respondents must submit a HUB Subcontracting Plan according to the procedures and steps listed below.

The Owner will review the information/documentation submitted and use it as a basis to determine if the Respondent's Plan provides evidence that a good faith effort will be made as required. If it is determined that the submitted Plan is not sufficient, the Respondent's submittal/proposal will be considered non-responsive and shall be rejected for the reasons recorded in the project files. An accepted HSP Subcontracting Plan will become a part of any contract with the Respondent resulting from this solicitation and then can only be modified by contract change order.

For information regarding The Texas A&M University-Corpus Christi's HUB Program and HUB subcontracting requirements, please contact Ruben Gonzalez, HUB Coordinator, ruben.gonzalez@tamucc.edu, (361) 825-5822.

II. HUB SUBCONTRACTING PLAN (HSP) PROCEDURES

An HSP is required as part of bids, proposals, offers, or other applicable expression of interest valued at \$100,000 or more. Responses that do not include the HSP or if the agency determines that the HSP was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.

The procedures for the HSP requirements of this Request for Proposal are a **two-step process** as follows; 1) Initial HSP to be submitted with this RFP, and 2) Complete HSP to be submitted within sixty (60) days of award. These two steps are defined below.

1) The following items must be submitted with your RFP response to meet the HUB Subcontracting Plan requirements.

- a. Cover sheet, Page 1
- b. Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Attachment A)
- c. State of Texas Historically Underutilized Business Subcontracting Plan: Complete the HSP form by submitting Sections 1, Section 2-a. & b. and Section 4 ONLY. The State of Texas HUB Subcontracting Plan forms shall be accessed on the following website:

<https://purchasing.tamucc.edu/assets/HUBForms/hsp-rev.pdf>

The State of Texas HSP forms shall be completed for the sections noted above and according to the instructions within the form.

- d. Participation Plan explaining how the Respondent intends to make a good faith effort for each subcontracting opportunities they identify in Section 2 of the State of Texas HSP Form. This plan shall include the following:

- The Respondent shall state whether it is a Texas certified HUB.
 - Provide a sample solicitation notice letter that will be sent to HUB vendors for the subcontracting opportunities. The notice shall, in all instances, include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.
 - Provide a sample solicitation letter that will be sent to trade organizations or development centers for the subcontracting opportunities. The notice shall, in all instances, include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.
 - Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.
 - Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.
- 2) A complete HSP must be submitted within sixty (60) calendar days from the date of contract award. The following items must be submitted with this revised HSP in order to meet the full HUB Subcontracting Plan requirements.

- a. Complete Section 1, page 1 of the HSP form.
- b. Complete Section 2a through d. Any changes to 2b shall be noted accordingly. Note that Method B is required so “No” should be checked on both 2c and d.
- c. Complete Section 3 (if you are self-performing all of the work)
- d. Complete Section 4 (must be signed)
- e. Complete Method B attachment for each opportunity listed in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:

Complete either Method A or Method B (only one method can be used per HSP Plan) for each opportunity listed in Section 2b. Reminder that all supporting documentation shall be provided as part of this plan. The following are additional items of note as part of the good faith effort required:

- The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent’s notice. “Reasonable time to respond” in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the Texas A&M University-Corpus Christi HUB Program Office when searching for HUB subcontractors.

NOTE: A complete list of all certified HUBs may be electronically accessed through the Internet at

<https://mycpa.cpa.state.tx.us/tpasscblsearch/index.jsp>

- The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity as stated in Section B3a. Texas A&M University-Corpus Christi encourages respondents to seek and find a “Diverse Group” of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The respondent shall provide notice to trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants.
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

III. HSP CHANGES

If at any time during the term of the contract, it becomes necessary to make a change to the approved HSP, such proposed change must be received for review and approval by the TAMUCC HUB Program Office before the change will be effective under the contract. The contractor must comply with provisions of TAC §20.14 relating to development and evaluation of HSP, in order to substitute or subdivide the work and/or substitute or add subcontractors prior to any alteration of the HSP. TAMUCC shall document changes to the HSP by contract change order. The reasons for proposed change(s) shall be requested on a Form C-27b Consultant/Subcontractor Substitution Form and recorded in the procurement file. In the event that a change is necessary, the requested changes shall not reduce the level of HUB participation that was a part of the proposal at the time of construction contract award unless approved by the TAMUCC HUB Program Office.

The contractor will be required to submit a revised HSP for additional subcontracting opportunities that were not identified in the original HSP and created when the original scope of work expands through a change order, contract amendment or a contract renewal.

TAMUCC requires a respondent to whom a contract has been awarded, to report to TAMUCC the identity and the amount paid to its subcontractors, HUBs and non-HUBs. If the contractor fails to fulfill the HSP specified in the contract, TAMUCC shall notify the contractor of any deficiencies. TAMUCC shall require the contractor to submit documentation and explain why the failure to fulfill the HUB Subcontracting Plan should not be attributed to a lack of good faith effort by the contractor.

If a determination is made that the contractor failed to implement the HSP in good faith, TAMUCC, in addition to any other remedies, may report nonperformance to the Comptroller of Public Accounts in accordance with 34 TAC, Chapter §20.105 (relating Debarment).

During the term of the contract, TAMUCC shall determine whether the value of the subcontracts to HUBs meets or exceeds the HSP provisions specified in the contract.

IV. REPORTING REQUIREMENTS

Each contractor that enters into a contract shall report to Texas A&M University-Corpus Christi all subcontracting/supplier payments. The report will include the volume of work performed under the contract, the portion of the work that was performed with its own

employees/resources, HUB and Non-HUB subcontractors and suppliers (See HSP Prime Contractor Progress Assessment Report Form (PAR) located at the following link under HUB Subcontracting Plan (HSP) Forms:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Texas A&M University-Corpus Christi may request payment documentation in accordance with the Comptroller of Public Accounts HUB Rules that confirms the performance of the contractor. During the course of the contract, TAMUCC shall discuss the performance of the contractor and document the contractor performance in the contract file.

Note: When the prime contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees, as defined by the Internal Revenue Service, in order for the Owner to receive 100% HUB credit for the entire contract.

If a HUB prime contractor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its own or leased employees, the HUB contractor must report to the Owner the value of the contract that was actually performed by the HUB prime contractor and the amount to be performed by its HUB subcontractors.

The HUB Office shall audit the contractor's compliance with the HSP. If the contractor is found deficient, TAMUCC shall give the contractor an opportunity to submit documentation and explain to TAMUCC why the failure to fulfill the HSP should not be attributed to a lack of good faith effort by the contractor.

(Attachment A)

(SUBMIT ON YOUR BUSINESS LETTERHEAD)

Mr. Ruben Gonzalez
Texas A&M University-Corpus Christi
6300 Ocean Drive., Unit 5731
Corpus Christi, Texas 78412-5731

Subject: HUB Subcontracting Plan
Project Number: CSP6-0001
Interior Upgrades at Surf & Jetty Student Housing Dorms
Corpus Christi, Texas

Dear Mr. Gonzalez:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our written response submitted in connection with your Construction Services solicitation for Project Number CSP6-0001.

I have read and understand Texas A&M University-Corpus Christi's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the goals for HUB participation.

Sincerely,

(Signature)
(Printed Name)
(Printed Title)



HUB Subcontracting Plan (HSP) QUICK CHECKLIST FY26 - VetHUB

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

1. **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
 2. **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
 3. **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
 4. **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation
-



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: When a state agency requires a subcontracting plan, a bid, proposal, offer, or other applicable expression of interest for the contract must contain a plan to be considered responsive.

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(a)(4)(d), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs shall qualify for meeting the HUB goal.

Texas A&M University - Corpus Christi (TAMU-CC) established Agency Specific VetHUB Goals (FY2026):

- 1% for all building construction, including general contractors and operative builders' contracts
- 1% for all special trade construction contracts
- 1% for professional services contracts
- 1% for all other services contracts
- 1% for commodities contracts

Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment (invoice) or monthly as a condition of payment.

If any modifications to the HSP are required during the contracted term, the respondent must seek approval from the TAMU-CC HUB Office prior to making any modifications to its HSP.

Respondents who intend to Self-Perform all of their work shall submit an HSP for Self-Performance HUB Subcontracting Plan (HSP) (See Option 4 on the HSP Quick Check List).

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____
 (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
 - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB.

Item #	Subcontracting Opportunity Description	HUBs Percentage of the contract expected to be subcontracted to HUBs.	Non-HUBs Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%
2		%	%
3		%	%
4		%	%
5		%	%
6		%	%
7		%	%
8		%	%
9		%	%
10		%	%
11		%	%
12		%	%
13		%	%
14		%	%
15		%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes** (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No** (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs	Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%
17		%	%
18		%	%
19		%	%
20		%	%
21		%	%
22		%	%
23		%	%
24		%	%
25		%	%
26		%	%
27		%	%
28		%	%
29		%	%
30		%	%
31		%	%
32		%	%
33		%	%
34		%	%
35		%	%
36		%	%
37		%	%
38		%	%
39		%	%
40		%	%
41		%	%
42		%	%
43		%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" to SECTION 2, Item c and "Yes" to Item d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete³ an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 12/25

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 12/25

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			- Yes - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 12/25

Enter your company's name here: _____	Requisition #: _____
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SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

**THE TEXAS A&M UNIVERSITY SYSTEM
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made this ___ day of _____, 202_ between _____, hereinafter called the “Contractor,” and the Board of Regents of The Texas A&M University System for the benefit of _____, hereinafter called the “Owner.” Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Owner’s current Uniform General Conditions (UGC).

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I
SCOPE OF WORK**

The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents entitled: Interior Upgrades at Surf & Jetty Student Housing Dorms
Prepared by: Turner | Ramirez Architects

**ARTICLE II
TIME OF COMPLETION**

The Contractor shall begin Work on the date indicated in the Notice to Proceed to be issued by the Owner. The Work to be performed under the Contract shall be substantially completed by **July 31, 2026** plus any extended days approved by the Owner, in accordance with the UGC, and shall be fully and finally completed within thirty (30) days thereafter. For each consecutive calendar day after the date of Substantial Completion, plus any extensions of time granted by Change Order, that the Work is not substantially completed, Contractor shall pay to Owner liquidated damages in accordance with the UGC.

**ARTICLE III
THE CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the sum of _____
_____ (\$ _____).

Contract Award Amount:

	Amount in Dollars	Number of Days
Proposed Based Bid		days
Post Proposal Amendment		days
Total Contract		days

ARTICLE IV PROGRESS PAYMENTS

The Owner shall make periodic payments as approved by the Owner in accordance with the UGC.

ARTICLE V ACCEPTANCE AND FINAL PAYMENT

Final payment shall be made after final acceptance of the Work, provided the Work is fully completed and the Contract fully performed as provided in the UGC.

ARTICLE VI LIENS

No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contract, or the land upon which the same is situated.

ARTICLE VII THE CONTRACT DOCUMENTS

The UGC, the Special Conditions, the Specifications, the Drawings, the Addenda issued prior to this Agreement, the Change Orders issued after this Agreement, the Historically Underutilized Business (HUB) Subcontracting Plan, this Agreement, and, to the extent not inconsistent with the foregoing documents, the Contractor's Technical Proposal (including any unit prices stated therein), form the Contract Documents. This Agreement supersedes all prior agreements, written or oral, between the Contractor and the Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the Owner and the Contractor.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, its duties and/or the fees due to Contractor may not be assigned or delegated to a third party.

Child Support Certification. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or Owner with an Ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Family Code requires the following statement:

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

Eligibility Certification. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Government Code requires the following statement: “Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Franchise Tax Certification. If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full. "Debt or delinquency" means a debt, tax delinquency, student loan delinquency, or child support delinquency that results in a payment law prohibiting the comptroller from issuing a warrant or initiating an electronic funds transfer.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in the county in which the Project is located; however, mandatory venue for all legal proceedings against Owner is to be in the county in which the primary office of the chief executive officer is located.

Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of this Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Records Availability and Retention. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected, and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, *Texas Health and Safety Code*, Chapter 365.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given : (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, **(c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. Such notices of claims or disputes or other legal notices required by this Agreement shall be sent to the persons and at the locations set forth below. The Parties may change their respective notice address by sending to the other party a notice of new address.

Names and Addresses for Notices:

If to Owner:

[Name]
[Company Name]
[Address]
[City, State, Zip Code]

With Copies to:

[Name]
[Company Name]
[Address]
[City, State, Zip Code]

[Name]
[Company Name]
[Address]
[City, State, Zip Code]

If to Contractor:

[Name]
[Company Name]
[Address]
[City, State, Zip Code]

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

Party Representatives

The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

[Name]
[Company Name]
[Address]
[City, State, Zip Code]

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

[Name]
[Company Name]
[Address]
[City, State, Zip Code]

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party and in accordance with Notices section above.

Public Information. Contractor acknowledges that Owner is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon Owner's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to Owner in a non-proprietary format acceptable to Owner.

Contractor acknowledges that Owner may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to this project as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Representations and Warranties. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

Prohibition On Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Contractor verifies that: (1) it does not currently boycott Israel; and (2) it will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor represents and warrants that the goods it provides to Owner under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Not Eligible for Rehire. Contractor is responsible for ensuring that its employees involved in any work being performed for Owner under this Agreement have not been designated as “Not

Eligible For Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event Owner becomes aware that Contractor has a NEFR Employee involved in any work being performed under this Agreement, Owner will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Owner.

Disclosure of Interested Parties. By signature hereon, Contractor certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.

Domestic Iron and Steel Certification. Pursuant to Sections 2252.201-2252.205 of the Government Code, Service Provider certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the project is produced in the United States.

Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Contractor verifies that: (1) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (2) it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

Contractor certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor’s business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

Verification Regarding Boycotting Energy Companies. To the extent that Section 2276.002, Texas Government Code applies to this Agreement, Contractor verifies that: (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of this Agreement.

In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Contractor or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Compensations for Preparing Bid Specifications. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: “Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Non-Waiver Privileges and Immunities. Owner is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Contractor expressly acknowledges that Owner is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Owner of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Owner.

Conflict of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party hereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

BOARD OF REGENTS OF THE TEXAS
A&M UNIVERSITY SYSTEM

CONTRACTOR:

LEGAL NAME OF CONTRACTOR

(Signature)

Name: _____

Title: _____

Date: _____

(Signature)

Name: _____

Title: _____

Date: _____

APPROVAL RECOMMENDED:

(Signature)

Name: _____

Title: _____

Date: _____

Name(s) of individual(s), sole proprietors,
partner(s), shareholder(s) or owner(s) with an
ownership interest of at least 25% of the
business entity executing this Contract.

Name: _____

Name: _____

Name: _____

Name: _____

THE TEXAS A&M UNIVERSITY SYSTEM BID/PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Bidder/Proposer)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas or as listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the Board of Regents of The Texas A&M University System, College Station, Texas 77845-3424, hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bid or proposal, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for: Project Number _____

(Full name and location of project)

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Documents within fifteen (15) days after the date of transmittal of the Contract Documents to the Principal for execution, this bond shall remain in full force and effect and become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this _____ DAY of _____ A.D., 20_____.

By: _____
(Principal)

(Signature and Title)

* By: _____
(Surety)

(Attorney-in-Fact)

*Attach Power of Attorney for Surety's Attorney-in-Fact with "live seal".

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated _____ for the _____ Project No. _____.

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated _____ for the _____, Project No. _____

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL if a corporation)

By: _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact

**Uniform General Conditions
for
THE TEXAS A&M UNIVERSITY SYSTEM**

**For use on all Texas A&M University System and Institutional
Construction Projects**

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Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein:

- 1.1 *Addendum/Addenda* means formally issued written or graphic modifications and/or interpretations of the Construction Documents that may add to, delete from, clarify or correct the description and/or scope of the Work. Addenda are issued during the bidding phase of the Project.
- 1.2 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values and shall not include subcontracted items for which Contractor does not intend to pay.
- 1.3 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.
- 1.4 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant to Tex. Occ. Code Ann., Chapter 1001 and/or a firm employed by Owner or a Design-Build contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
- 1.5 *Baseline Schedule* means the accepted comprehensive work progress schedule, taking into account subcontractor and supplier input, incorporating all prior comments received from the ODR on the previous work progress schedules. This Baseline Schedule shall be submitted by the contractor within 90 days of the NTP. This schedule is prepared by the Contractor for the Owner's information and acceptance which conveys Contractor's and its Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions which drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents. All subsequent

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Work Progress Schedules shall make comparisons to the Baseline Schedule as a means of analyzing progress.

- 1.6 *Building Information Modeling (BIM)* is a digital representation of physical and functional characteristics of a facility. As such it serves as a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle from inception onward. A basic premise of BIM is collaboration by different stakeholders at different phases of the life cycle of a facility to insert, extract, update or modify information in the BIM process to support and reflect the roles of that stakeholder. The BIM is a shared digital representation founded on open standards for interoperability.
- 1.7 *Certificate of Final Completion* means the certificate issued by Owner that documents, to the best of all parties' knowledge and understanding, Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.
- 1.8 *Certificate of Substantial Completion* means the certificate executed by the A/E, ODR and Contractor that documents to the best of A/E's and ODR's knowledge and understanding, Contractor's sufficient completion of the work in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.9 *Change Order* means a written modification of the Contract between the Owner and Contractor, signed by the Owner, the Contractor and the A/E.
- 1.10 *Close-out Documents* means the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, Record Documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.
- 1.11 *Construction Manager-at-Risk*, in accordance with Tex. Educ. Code § 51.782, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.
- 1.12 *Contract* means the entire agreement between the Owner and the Contractor, including all of the Contract Documents.
- 1.13 *Contract Date* is the date when the agreement between the Owner and the Contractor becomes effective.

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- 1.14 *Contract Documents* means those documents identified as a component of the agreement (Contract) between the Owner and the Contractor. These may include, but are not limited to, Drawings, Specifications, these Uniform General Conditions, Special Conditions, Change Orders, and all pre-bid and/or pre-proposal addenda.
- 1.15 *Contract Sum* means the total compensation payable to the Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.16 *Contract Time* means the period between the date identified in the Notice to Proceed and the Substantial Completion date or as subsequently amended by Change Order.
- 1.17 *Contractor* means the individual, corporation, company, partnership, firm or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as General or Prime Contractor. The Contract Documents refer to Contractor as if singular in number.
- 1.18 *Day* means a calendar day, unless otherwise specifically stipulated.
- 1.19 *Design-Build*, in accordance with Tex. Educ. Code § 51.780, means a team, partnership, or legal entity that includes design professionals and a builder in which the design and subsequent construction is provided through a single Contract with a Design-Build firm.
- 1.20 *Drawings* means that product of the A/E which graphically depicts the Work.
- 1.21 *Final Completion* means the date determined and certified by the A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.22 *Final Payment* means the last and final monetary compensation made to a Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved Change Orders, and release of Contractor's retainage.
- 1.23 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code, Ch. 2161, means a for-profit entity that has not exceeded the size standard prescribed by 34 TAC §20.294, and has its principal place of business in Texas, and is at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and /or Service Disabled Veteran with a Service related disability of 20% or greater, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

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- 124 *Notice to Proceed* means the written document informing Contractor of the date to commence Work and fully complete the Work within the time specified in the Contract.
- 125 *Owner* means The Board of Regents of The Texas A&M University System, acting through the delegated entity of The Texas A&M University System or one of its Institutions as identified in the Contract as Owner.
- 126 *Owner's Designated Representative (ODR)* means the individual assigned by the Owner to act on its behalf, and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 127 *Potential Change Log (PC)* means a Contractor maintained document that informs the Owner of a potential change in the Work and appropriately describes or otherwise documents such change including a preliminary cost and time impact. An item on the Potential Change Log does not modify the Contract.
- 128 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).
- 129 *Project* means all activities necessary for realization of the Work. This includes design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
- 130 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punchlists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.
- 131 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all Addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.
- 132 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that needs to be clarified in may be omitted from the Contract Documents.
- 133 *Samples* mean representative physical examples of materials, equipment or workmanship, used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 134 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor and equipment necessary to accomplish the Work as

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described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.

- 1.35 *Shop Drawings* means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or its agents, which detail a portion of the Work.
- 1.36 *Site* means the geographical area of the location of the Work.
- 1.37 *Special Conditions* means the documents containing terms and conditions, which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over these Uniform General Conditions.
- 1.38 *Specifications* mean the written product of the A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.
- 1.39 *Subcontractor* means a business entity that enters into an agreement with the Contractor to perform part of the Work or to provide services, materials or equipment for use in the Work.
- 1.40 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 1.41 *Substantial Completion* means the date determined and certified by the Contractor, A/E and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended. Fit for use intended would include but not be limited to the authority having jurisdiction designation that the Work or a designated portion thereof can be occupied.
- 1.42 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.
- 1.43 *Unilateral Change Order* means a Change Order issued by the Owner without the complete agreement of the Contractor as to cost and/or time.
- 1.44 *Unit Price Work* means Work or a portion of the Work paid for based on incremental units of measurement.
- 1.45 *Work* means the administration, procurement, materials, equipment,

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construction and all services necessary for the Contractor, and/or its agents, to fulfill the Contractor's obligations under the Contract.

- 146 *Work Progress Schedule* means the initial and subsequent updated time schedules prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and Other Laws Governing Construction

21. Environmental Regulations. The Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, the Owner is responsible for obtaining and maintaining permits related to stormwater run-off. The Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of the Contractor. The Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with the request for the Substantial Completion Inspection.
22. Wage Rates. The Contractor shall not pay less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only. The Owner is not bound to pay any claims for additional compensation made by any contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.
- 2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.
- 2.2.1.1 Pursuant to Tex. Gov't Code § 2258.024, Contractor shall keep, on site, true and accurate records showing the name and occupation of each worker employed by the Contractor or its Subcontractors and the actual per diem wages paid to each worker. The record shall be open to inspection by the ODR and their agents at all reasonable hours for the duration of the Contract.

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- 2.2.1.2 With each application for progress payment, Contractor shall provide classification and wage information for all new workers to the Work and make available upon request certified payroll records, including from its Subcontractors of any tier level, on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format, along with copies of any and all Contract Documents between Contractor and any Subcontractors. Pursuant to Tex. Penal Code §§ 37.02 and 37.10, Employees of Contractor and its Subcontractors, including all tier levels, shall be subject to prosecution for submitting certified payroll records that contain materially false information.
- 2.2.1.3 The “Prevailing Wage Schedule” is determined by the Owner in compliance with Tex. Gov’t Code, Chapter 2258. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner’s Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a Subcontractor, the Contractor shall promptly inform the ODR. Contractor shall identify, briefly describe, and request a predetermination of rates for crafts (or apprentice programs) not included in the Project’s Prevailing Wage Schedule. Such request shall be made within 15 days after Contract award to the Chief Facilities Officer, Facilities Planning & Construction, The Texas A&M University System, phone number 979-458-7000.
- 2.2.1.4 Apprentices who are enrolled in a federally certified apprenticeship program may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement.
- 2.2.1.5 The Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the Prevailing Wage Schedule. In no case shall any worker be paid less than the wage indicated for Laborers.
- 2.2.1.6 Pursuant to Tex. Labor Code § 214.008, Misclassification of Workers; Penalty. The Owner requires Contractor and all its Subcontractors properly classify individuals as Employees or Independent Contractors.
- 2.2.2 Penalty for Violation. The Contractor and its Subcontractor will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule.

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2.2.3 Complaints of Violations.

2.2.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Ch. 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties in accordance with Tex. Gov't Code § 2258.023, such amounts being subtracted from successive progress payments pending a final decision on the violation.

2.2.3.2 No Extension of Time. If the Owner's determination proves valid that good cause existed to believe a violation had occurred, the Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.

2.2.3.3 Cooperation with Owner's Investigation. Contractor shall cooperate with Owner during any investigations hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format; and copies of any and all Contract Documents between Contractor and any Subcontractors.

2.2.3.4 Notification to Owner. In the event Contractor or its Subcontractor elect to appeal an initial determination made pursuant to Paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.

23. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Brazos County, Texas, or as may otherwise be designated in the Owner's Special Conditions.

24. Licensing of Trades. The Contractor shall comply with all applicable provisions of state law related to license requirements for skilled tradesmen, contractors, suppliers and/or laborers, as necessary to accomplish the Work. In the event the Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, the Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to the Owner.

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25. Royalties, Patents and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by Owner or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.
26. State Sales and Use Taxes. The Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax exempt status. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Contractor shall not be entitled to reimbursement for taxes paid on items that are exempt from taxation.
27. Domestic Iron and Steel Requirement. Pursuant to Sections 2252.201-2252.205 of the Tex. Gov't Code, Contractor shall require that any iron or steel product produced through a manufacturing process and used in the Project be produced in the United States. Contractor will require that the bid documents provided to all bidders and the contract include this same requirement.
28. In accordance with State Law, all persons performing Work requiring digging or ground penetration are required to call 811 in advance and provide detailed information regarding planned Work. Notification shall occur not earlier than the 14th day prior to the date excavation is to begin or later than 48 hours before the excavation is to begin, excluding weekends and holidays. Additional information can be found at <http://www.texas811.org>. Prior to beginning excavation, the Contractor shall verify that all utility providers have responded to the 811 ticket.
29. Prior to any use of an unmanned aerial system the Contractor or its Subcontractor shall complete the TAMUS UAS Flight Application, which is located at the following website <https://www.tamus.edu/business/risk-management/uas/>. This application shall be submitted a minimum of 14 days prior to the planned flight. The Contractor shall provide the ODR the application and the approval notification.

Article 3. General Responsibilities of Owner and Contractor

- 3.1. Owner's General Responsibilities. The Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.
 - 3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of the Notice to Proceed with Construction, a conference will be convened for attendance by the Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.
 - 3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify the Owner's Designated Representative (ODR), who has the express authority to act and bind the Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.
 - 3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, the ODR is the single point of contact between the Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.
 - 3.1.2.2 All directives on behalf of the Owner will be conveyed to the Contractor by the ODR in writing.
 - 3.1.2.3 The ODR will furnish or cause to be furnished, free of charge, a digital set of the Drawings, Specifications, and Addenda.
 - 3.1.2.4 The ODR will establish the protocol for planning, scheduling and documenting progress meetings with provisions for absence of various Project team members that have a key role in these duties.
 - 3.1.3 Owner Supplied Materials and Information.
 - 3.1.3.1 The Owner will furnish to the Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, site utility locations, and other information used in the preparation of the Contract

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Documents.

- 3.1.3.2 The Owner will provide information, equipment, or services under the Owner's control to the Contractor with reasonable promptness. The Owner makes no representation as to the accuracy or completeness of the site information furnished to the Contractor by the Owner, and is not responsible for any interpretations or conclusions reached by the Contractor with respect to the information.
- 3.1.4 Availability of Lands. The Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by the Contractor. The Contractor shall comply with all Owner-identified encumbrances or restrictions specifically related to use of lands so furnished. The Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.
- 3.1.5 Limitation on Owner's Duties.
- 3.1.5.1 The Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. The Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. The Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of the Contractor.
- 3.1.5.2 The Owner will not take any action in contravention of a design decision made by the A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which the A/E is licensed for the protection of the public health and safety.
- 32 Role of A/E. Unless specified otherwise in the Contract between the Owner and the Contractor, the A/E shall provide general administration services for the Owner during the construction phase of the Project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to the A/E for action. The A/E has the authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to the Contractor by the ODR, upon request.

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3.2.1 Site Visits

3.2.1.1 The A/E will make visits to the Site at intervals as provided in the A/E's contract agreement with the Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to the Owner.

3.2.1.2 The A/E has the authority to interpret Contract Documents and observe the Work for compliance and conformance with the Contract. Except as referenced in Article 3.1.5.2, the Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by the ODR such clarifications or interpretations will be provided by the A/E consistent with the intent of the Contract Documents. The A/E will issue these clarifications with reasonable promptness to the Contractor as Architect's Supplemental Instruction (ASI) or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, the Contractor shall notify the Owner in accordance with the provisions of Article 11.

3.2.3 Limitations on A/E Authority. The A/E is not responsible for:

3.2.3.1 The Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project nor will the A/E supervise, direct, control or have authority over the same.

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to furnishing or performing the Work.

3.2.3.3 The Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

3.2.3.4 Acts or omissions of the Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 Contractor's General Responsibilities. The Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. The Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures and protection of the installed work as part of the Contract until Substantial Completion of the Project. Contractor remains responsible

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for the care and protection of materials and Work in the areas where punch list items are completed until Final Completion. The Contractor shall visit the Site and ascertain all pertinent local conditions including but not limited to existing subsurface concealed conditions, location, accessibility and general character of the Site or building, the character and extent of existing work, the character and extent of existing work within adjacent sites and any other work being performed in the location.

- 3.3.1 Project Administration. The Contractor shall provide project administration for all its Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the A/E and ODR in accordance with the uniform general conditions and other provisions of the Contract and Contract Documents, and as outlined in the Pre-construction Conference. Contractor's Project Administration includes but not limited to daily reporting on weather, work progress, labor, materials, equipment, obstructions to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.
- 3.3.2 Contractor's Management Personnel. Contractor shall employ competent individuals who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent individuals are subject to the approval of ODR. Contractor shall not change approved staff during the course of the Project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide the project staff as stated in the Special Conditions.
- 3.3.3 Labor. The Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents, and maintain good discipline and order at the Site at all times.
- 3.3.4 Services, Materials, and Equipment. Unless otherwise specified, the Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
- 3.3.5 Contractor General Responsibility. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss. Owner shall deliver to Contractor a complete list and respective values of such materials or equipment and make an equitable adjustment for any increase in cost of Builder's Risk insurance.

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- 3.3.6 Non-Compliant Work. Should the A/E and/or the ODR identify Work as non-compliant with the Contract Documents, the ODR will communicate the finding to the Contractor and the Contractor will correct such Work at no additional cost to the Owner. The approval of Work by either the A/E or ODR does not relieve the Contractor from the obligation to comply with all requirements of the Contract Documents.
- 3.3.7 Subcontractors. The Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.
- 3.3.7.1 All subcontracts and supply contracts shall be consistent with and bound to the terms and conditions of the Contract Documents including provisions of the agreement between the Contractor and the Owner.
- 3.3.7.2 The Contractor shall be solely responsible for scheduling and coordinating the Work of its Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all its Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through the Contractor. The Contractor shall furnish to the Owner, at Owner's request, a copy of each first-tier subcontract promptly after its execution. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the Owner such copies in no way relieves the Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to the Contractor in the same manner in which the Contractor is bound to the Owner.
- 3.3.8 Continuing the Work. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with the Owner. The Contractor shall not delay or postpone any Work because of the pending resolution of any disputes, disagreements or alternative resolution processes, except as the Owner and the Contractor may agree in writing.
- 3.3.9 Cleaning. At all times, the Contractor shall keep the Site and the Work clean and free from accumulation of waste materials or rubbish

caused by the construction activities under the Contract. The Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion Inspection and, again, upon completion of the Project prior to the Final Completion Inspection.

3.3.10 Acts and Omissions of Contractor, its Subcontractors and Employees.

The Contractor is responsible for acts and omissions of its employees and all its Subcontractors, their agents and employees. The Owner may, in writing, require the Contractor to remove from the Project any of Contractor's or its Subcontractor's employees that the ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.

3.3.11 Indemnification of Owner. Contractor covenants and agrees to

FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee, consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

3.3.11.1 Contractor shall protect and indemnify the Owner from and against all claims, damages, judgments and losses arising from infringement or alleged infringement of any United States patent, or copyright that arise out of any of the work performed by the Contractor or the use by Contractor, or by Owner at the direction of Contractor, of any article or material. Upon becoming aware of a suit

or threat of suit for patent or copyright infringement, Owner shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of Owner's or Project Architect's design of articles or their use in combination with other materials or in the operation of any process. In the event of litigation, Owner agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

3.3.11.2 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.11.3 The Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or the Contractor known to the Contractor related to or arising out of the Contractor's activities under this Contract.

3.3.11.4 These indemnity provisions shall survive the termination of this Agreement regardless of the reason for termination.

3.3.12 Ancillary Areas. The Contractor shall operate and maintain operations and associated storage areas at the Site of the Work and off-site areas in accordance with the following:

3.3.12.1 The Contractor shall confine all Contractor operations, including storage of materials and employee parking upon the Site of the Work, to areas designated by the Owner.

3.3.12.2 The Contractor may erect, at its own expense, temporary buildings that will remain its property. The Contractor shall remove such buildings and associated utility service lines upon completion of the Work; unless the Contractor requests and the Owner provides written consent that, it may abandon such buildings and utilities in place.

3.3.12.3 The Contractor shall use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. The Contractor shall not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. The Contractor shall provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage, and shall repair any damage, thereto at the expense of the Contractor.

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3.3.12.4 The Owner may restrict the Contractor's entry to the Site to specifically assigned entrances and routes.

3.3.13 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.

3.3.14 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by Change Order.

3.3.15 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.

3.3.16 Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction by a separate contractor.

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

4.1. General Description. It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in its prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equitable opportunity in the A&M System contracting and purchasing activities, and to support the development of meaningful relationships with State of Texas HUB vendors.

The purpose of the HUB Program is to promote and cultivate equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Ch. 2161 and 34 TAC § 20.282) to contract with agencies and institutions of higher education in the state of Texas in accordance with the goals established by the applicable agency or institution. The HUB Program annual procurement utilization HUB goals are as established by the Owner and stated within the Owner's current HUB Subcontracting Plan (HSP) form. The HUB goals are established as allowed in 34 TAC §20.284 and are reviewed annually. The HSP form includes the standard HUB goal for each procurement category, and is available at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/>. Note: The HUB goal stated in the Request For Proposals takes precedence over the standard HUB goal stated on the HSP form, unless otherwise noted.

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- 4.1.1 The Owner is required by statute to make a good faith effort to assist HUBs in participating in state procurement and contracting opportunities on all contracts anticipated to equal or exceed

\$100,000. 34 TAC §20.281 outlines the state's policy to encourage the utilization of HUBs in state procurement and contracting opportunities through race, ethnic and gender-neutral means.

- 4.1.2 For any project in an amount of \$100,000 or more, the Contractor is required to make a good faith effort to achieve the HUB goal for the applicable procurement category in accordance with 34 TAC §20.285 by submitting a properly completed HSP form according to the requirements of the Owner's solicitation documents. The approved HSP form shall become a provision of the Owner's Contract.

- 4.2. Compliance with Approved HUB Subcontracting Plan (HSP). Contractor, having been awarded the Contract in part by complying with the HUB Program statute and rules, hereby covenants to comply with the HUB Program as follows:

- 4.2.1 Prior to awarding subcontracts, conduct required good faith effort activities as described in Section B-3 of the HSP Method B (Attachment B) form and provide the Owner with required supporting documentation to demonstrate the manner in which good faith effort was performed and to justify approval of each proposed subcontract award.

- 4.2.2 Promptly notify the Owner, through the Owner's project management system, when a change is required for any reason to the approved HSP form. Prior to adding or substituting a Subcontractor, conduct required good faith effort activities as described in Section B-3 of the HSP Method B (Attachment B) form, and provide the Owner with required documentation to justify approval of each a subcontract award and a revised HSP form documenting the proposed changes. Cooperate in the execution of a Change Order or such other approval of the change in the HSP and HSP form as the Contractor and Owner may agree to.

- 4.2.3 Maintain and make available to Owner upon request business records documenting compliance with the approved HSP form.

- 4.2.4 Submit to Owner a compliance report, through the Owner's project management system, in the format required by the Owner that demonstrates Contractor's performance of the HSP.

- 4.2.4.1 Progress Assessment Report (PAR). Properly complete and submit a HSP PAR form and monthly compliance reports to Owner (contracting agency), verifying compliance with the

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HSP and documenting the expenditures made to Subcontractors in the applicable month. (The HSP PAR form is available at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/>).

- 4.2.5 Promptly and accurately explain and provide supplemental information to Owner to assist in the Owner's investigation of the Contractor's good faith effort to fulfill the HSP and the requirements under 34 TAC §20.14.
- 4.3 Failure to Demonstrate Good Faith Effort. Upon a determination by Owner that the Contractor has failed to demonstrate a good faith effort to fulfill the HSP or any Contract covenant detailed above, the Owner, in addition to all other remedies available to it, may report nonperformance to the state Comptroller in accordance with 34 TAC §20.585-20.586. In addition, if the Contractor failed to implement the HSP in good faith; the Owner may revoke the Contract for breach of Contract and make a claim against the Contractor.

Article 5. Bonds & Insurance

- 5.1. Construction Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.
- 5.1.1 Performance Bond. A Performance Bond is required if the Contract Sum is in excess of \$100,000. The Performance Bond is solely for the protection of the Owner. The Performance Bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Attorney General of Texas. The Performance Bond shall be effective through the Contractor's warranty period.
- 5.1.2 Payment Bond. A Payment Bond is required if the Contract Sum is in excess of \$25,000. The Payment Bond is to be for the Contract Sum and is payable to the Owner solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor. The form of the bond shall be approved by the Attorney General of Texas.
- 5.1.3 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, on the Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than 10 percent of its

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capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the Owner.

- 5.1.4 Payment and performance bonds are due before execution of a Contract on competitively bid or competitively sealed proposal projects or before execution of a GMP proposal on Construction Manager-at-Risk projects or Design-Build projects.

Power of Attorney. Each bond shall be accompanied by a valid power-of-attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond), authorizing the attorney in fact who signs the bond to commit the surety to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

- 5.1.5 Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

- 5.1.6 Furnishing Bond Information. Owner shall furnish certified copies of the Payment Bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, § 2253.026.

- 5.1.7 Claims on Payment Bonds. Claims on Payment Bonds must be sent directly to the Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

- 5.1.8 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the Owner and the Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

- 5.1.9 Sureties. Sureties shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of

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Fiscal Service (FMS), www.fiscal.treasury.gov/, stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

52. Insurance Requirements. The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The required insurance shall include coverage for Owner's property in the care, custody and control of Contractor prior to construction, during construction

and during the warranty period. The insurance shall be evidenced by delivery to the Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. The Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to the Owner.

5.2.1 The Contractor, consistent with its status as an independent contractor, shall provide and maintain the insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Special Conditions. Failure to maintain insurance coverage, as required, is grounds for Suspension of Work for Cause pursuant to Article 14. The Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated through Substantial Completion notices, acceptance notices and/or other means as deemed appropriate by the Owner.

5.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or otherwise acceptable to Owner, and shall include:

5.2.2.1 Workers' Compensation Insurance with limits as required by the Texas Workers' Compensation Act, and Employer's Liability insurance of not less than:

\$1,000,000 each accident;
\$1,000,000 disease each employee; and
\$1,000,000 disease policy limit.

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside of the state of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.

5.2.2.2 Commercial General Liability Insurance, including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but

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not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or its Subcontractor's) liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations aggregate

\$1,000,000 personal/advertising injury

\$300,000 damage to rented premises

\$5,000 medical payments.

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment-Aggregate Limits of Insurance (Per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

- 5.2.2.3 Contractors Pollution Legal Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence. Independent review of scope and magnitude may increase this minimum limit requirement.

*Specific Requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus two (2) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

If this Contract is for asbestos abatement only, the All-Risk Builder's Risk or All-Risk Installation Floater (e) is not required.

- 5.2.2.4 Business Automobile Liability Insurance covering all owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property

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damage of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

Contractor or any of its Subcontractors responsible for transporting asbestos or other hazardous materials shall provide pollution coverage for any vehicle hauling asbestos or other hazardous material containing cargo. The policy must include a MCS 90 endorsement with a \$5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

- 5.2.2.5 The Owner reserves the right to extend coverage for builder's risk insurance for the Project at its sole discretion. Contractor shall provide builder's risk insurance cost for the Project. The Owner may accept the builder's risk program submitted by Contractor or may choose to place it under its own builder's risk program.

If Owner chooses to place Project under its own builder's risk program. Coverage shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood, Earthquake, Theft and damage resulting from faulty workmanship, design or materials. Contractor responsibility for deductibles shall be limited to \$25,000 per occurrence, except for losses caused by the perils of Earthquake, Named Windstorm, Flood or Convective Windstorm (as defined within the applicable Builder's Risk policy). For losses caused by the peril of Water Damage Other Than Flood (as defined within the applicable Builder's Risk policy) Contractor shall be limited to \$100,000 per occurrence. The policy shall be written in the name of the Owner.

- 5.2.2.6 If Project is not carried on the Texas A&M University System's builder's risk program, an All-Risk Builder's Risk Insurance (or All-Risk Installation Floater for instances in which the Project involves solely the installation of equipment). Coverage is determined by the Contract Sum, as detailed below.

Builders Risk Requirement for Projects with a Contract Sum <\$20 million

- 5226.1 Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original Contract, plus any subsequent Change Orders and plus the cost of materials supplied or installed by others, comprising Total Value for the

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entire Project at the Site. The insurance shall apply on a replacement cost basis with no coinsurance provision. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the Site. (If Installation Floater, limit shall be equal to 100 percent of the Contract cost.)

52262 This insurance shall name as insureds the Owner, the Contractor, and all its Subcontractors and sub-subcontractors in the Work.

52263 Builders risk insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

52264 This insurance shall cover the entire work at the Site as required in 5.2.2.6.1, including, but not limited to, the following:

- Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings
- Offsite Storage
- Portions of the work in transit
- Debris removal
- Extra Expense
- Expediting Expenses
- Demolition and Increased Cost of Construction
- Pollutant Clean-Up and Removal
- Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)
- Errors & Omissions (applicable to purchase of Builders Risk policy only)

52265 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted Final Completion.

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- 52266 This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.
- 52267 This insurance shall include a waiver of subrogation in favor of Owner, the Contractor, and all its Subcontractors and sub-subcontractors in the work.
- 52268 As applicable, Flood deductible shall not exceed \$250,000 for Zone A, \$100,000 for Zone B and \$50,000 for all other Zones. For Tier 1 and Tier 2, Windstorm deductible shall not exceed 2% of the Project values in place at the time of the loss.
- 52269 Before the commencement of the work, Contractor shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in Section 5.2.2.5.1. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.
- 5226.10 Refer to Special Conditions for possible additional Builders Risk insurance requirements.
- 5226.11 Loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear. Owner, General Contractor and all its subcontractors hereby mutually waive their rights of recovery against one another with respect to losses covered under the builder's risk policy and shall provide mutual waivers of subrogation with regard to losses covered by the builder's risk insurance. It is hereby agreed and understood that said waivers apply even if the contractor's negligence causes a covered loss, and regardless of the extent of that contractor's insurable interest in the covered property. The Owner and Contractor shall be named as Loss Payee. For renovation projects or projects that involve portions of work contained within an existing structure, refer to Special Conditions for possible additional Builder's Risk insurance requirements.

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Builders Risk Requirement for Projects with a Contract Sum \geq \$20 million

52261 Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original Contract, plus any subsequent Change Orders and plus the cost of materials supplied or installed by others, comprising Total Value for the entire Project at the Site. The insurance shall apply on a replacement cost basis with no coinsurance provision and shall include a margin clause of plus/minus 10% on project value. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. A sublimit of \$50 million or the Total Value of the Project, whichever is less, is acceptable for Earthquake. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the Site. (If Installation Floater, limit shall be equal to 100 percent of the Contract cost.)

52262 This insurance shall name as insureds the Owner, the Contractor, and all its Subcontractors and sub-subcontractors in the Work.

52263 Builders risk insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

52264 This insurance shall cover the entire work at the Site as required in 5.2.2.6.1, including, but not limited to, the following:

Coverage	Minimum Limit Required
Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings	\$1 million

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Offsite Storage	Sufficient to cover the anticipated maximum values stored offsite.
Portions of the work in Transit	Sufficient to cover the anticipated maximum values in transit.
Debris Removal	25% of Physical damage amount subject to maximum of \$5 million or 25% of Total Value of Project whichever is higher.
Expediting Expenses	\$1 million
Extra Expense	\$5 million
Demolition and Increased Cost of Construction	\$2 million or 10% of Total Value of Project whichever is higher.
Pollutant Clean-Up and Removal	\$250,000
Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)	\$2,500 per item subject to a maximum of \$1 million.
Errors & Omissions (applicable to purchase of Builders Risk policy only)	\$2.5 million

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- 52265 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted Final Completion.
- 52266 This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.
- 52267 This insurance shall include a waiver of subrogation in favor of Owner, the Contractor, and all its Subcontractors and sub-subcontractors in the work.
- 52268 As applicable, Flood deductible shall not exceed \$250,000 for Zone A, \$100,000 for Zone B and \$50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.
- 52269 Before the commencement of the work, Contractor shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in Section 5.2.2.1.5. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.
- 5226.10 Refer to Special Conditions for possible additional Builders Risk insurance requirements.
- 5226.11 Loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear. Owner, General Contractor and all its subcontractors hereby mutually waive their rights of recovery against one another with respect to losses covered under the builder's risk policy and shall provide mutual waivers of subrogation with regard to losses covered by the builder's risk insurance. It is hereby agreed and understood that said waivers apply even if the contractor's negligence causes a covered loss, and regardless of the extent of that contractor's insurable interest in the covered property. The Owner and Contractor shall be named as Loss Payee. For renovation projects or projects that involve portions of work contained within an existing structure, refer to Special Conditions for possible additional Builder's Risk

insurance requirements.

5.2.2.7 "Umbrella" Liability Insurance. The Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring the Contractor (or Subcontractor) for an amount of not less than the amount specified below that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

"Umbrella" Liability Insurance coverage shall be in the following amounts:

- Contract sum is \$1,000,000 or less:
No Umbrella Required
- Contract Sum greater than \$1,000,000 up to \$3,000,000:
\$1,000,000 each occurrence and \$2,000,000 annual aggregate
- Contract Sum greater than \$3,000,000 up to \$5,000,000:
\$5,000,000 each occurrence and \$5,000,000 annual aggregate
- Contract Sum greater than \$5,000,000:
\$10,000,000 each occurrence and \$10,000,000 annual aggregate

If the Contract is for asbestos abatement only, depending on scope of Project, an umbrella policy may be required to follow underlying form.

5.2.2.8 Aviation Insurance - In the event any fixed, rotary aircraft or drones are used in connection with this Agreement and in the execution of the work, a minimum of \$1,000,000 of aviation liability insurance must be maintained with the following requirements: the Owner must be named as an "additional insured" and a waiver of hull damage must be provided in favor of the Contractor and Owner. Also, if any aircraft is to be used to perform lifts at the Project Site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with the Contractor for approval prior to lift execution. There shall be no restriction of coverage or specific exclusion on the aviation policy as it relates to invasion of privacy. If drones are to be used, all use must be in compliance with FAA regulations.

5.2.3 All Policies must include the following clauses, as applicable:

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- 5.2.3.1 Contractor must provide to Owner immediate notice of cancellation, material change, or non-renewal to any insurance coverages required herein above. This requirement may be satisfied by the Contractor providing a copy of the notice received by the insurer to Owner within two business days of date of receipt or by Endorsement of the policies that require Insurer to provide notice to Owner.
- 5.2.3.2 It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the Owner for liability arising out of operations under the Contract with the Owner.
- 5.2.3.3 The Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with the Owner. The additional insured status must cover completed operations as well. This is not applicable to the workers' compensation policy.
- 5.2.3.4 A waiver of subrogation in favor of the Owner shall be provided on all policies.
- 5.2.3.5 If Owner is damaged by the failure of Contractor (or its Subcontractors) to maintain insurance as required herein and/or as further described in Special Conditions, then Contractor shall bear all reasonable costs properly attributable to that failure.
- 5.2.4 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall require each of its Subcontractors performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The Contractor's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that Contractor agrees to provide Workers' Compensation for the Subcontractors and their employees. The Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The Contractor must retain the certificates of insurance for the duration of the Contract plus 5 years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

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- 5.2.4.1 For the umbrella liability policy the contractor shall determine the dollar amount of coverage required for its subcontractors.
- 5.2.5 Workers' Compensation Insurance Coverage must meet the statutory requirements of Tex. Lab. Code, §401.011(44), and those specific to construction projects for public entities as required by Tex. Lab. Code, §406.096.
- 5.2.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- 5.2.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.9 The Contractor shall post on each Project Site a notice, in the text, form and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5.2.10 The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Article 6. Contract Documents, Coordination Documents and Record Documents

6.1. Drawings and Specifications

- 6.1.1 Copies Furnished. The Contractor will be furnished one (1) digital copy of Drawings and Specifications free of charge.

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- 6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the A/E are to remain A/E's property. These documents are not to be used on any other project and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.
- 6.1.3 Interrelation of Documents. The Contract Documents as referenced in the agreement between the Owner and the Contractor are complimentary, and what is required by one shall be as binding as if required by all.
- 6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist between and/or within the Contract Documents, the higher quality, greater quantity, more restrictive, and/or more expensive requirement **shall be required** and shall be the basis of Contractor pricing. The Contractor shall notify the A/E and the ODR of a conflict within the Contract Documents in a reasonable time on becoming aware of the issue and prior to executing the work in question.
- 6.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to pricing or commencing the Work, the Contractor shall examine and compare the Contract Documents, information furnished by the Owner, relevant field measurements made by the Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.
- 6.1.6 Discrepancies and Omissions in Drawings and Specifications
- 6.1.6.1 The Contractor shall report to the ODR and to the A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
- 6.1.6.2 It is recognized that the Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.
- 6.1.6.3 It is further recognized that the Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm.

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- 6.1.6.4 When performing as a Design-Build firm, the Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
- 6.1.6.5 When performing as a Construction Manager-at-Risk, the Contractor has a shared responsibility with the A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, the Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints, but does not establish a liability for design.
- 6.1.6.6 The Contractor has no liability for errors, omissions, or inconsistencies in the Drawings and Specifications unless the Contractor knowingly failed to report a recognized problem to the Owner or the Work is executed under a Design-Build contract as outlined above. Should the Contractor fail to perform the examination and reporting obligations of these provisions, the Contractor is responsible for avoidable costs, direct, and/or consequential damages.
- 6.1.6.7 Owner does not warrant or make any representations as to the accuracy, suitability or completeness of any information furnished to Contractor by Owner or its representatives.

62 Requirements for Record Documents. The Contractor shall maintain all Drawings, Specifications, Addenda, approved submittals, Contract modifications, and all Project correspondence in Owner's project management system. The Contractor shall keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. The A/E shall also have access to these documents.

- 62.1 The Contractor shall maintain the Record Documents including Drawings, Specifications and other materials which reflect the actual field conditions and representations of the Work performed, whether it be directed by Addendum, Change Order or otherwise.
- 62.2 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.
- 62.3 Prior to requesting Substantial Completion inspection Contractor shall transmit to the A/E, by submittal in Owner's project management system, a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the

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Contract Documents. (Unexecuted samples of the aforementioned documentation may be reviewed by ODR when the absence of substantial completion transactions preclude execution; however, Contractor remains obligated to provide fully executed copies of such materials prior to final payment.)

- 6.24 Once determined acceptable by A/E with input from ODR, upload a copy of all Record Documents to Owner's project management system, unless otherwise required by the Special Conditions.
- 6.25 Contractor shall be responsible for updating the digital Record Documents for all changes to the Contract Documents.

Article 7. Safety

- 7.1. General. It is the duty and responsibility of the Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law 91-596, 29 U.S.C. §§651 *et. seq.*, the Occupational Safety and Health Act of 1970 (OSHA), and all amendments thereto. The Contractor shall prepare a Safety Plan specific to the Project and submit it to the ODR and A/E prior to commencing Work. In addition, the Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss, and erect and maintain all necessary safeguards for such safety and protection.
- 7.2. Notices. The Contractor shall provide notices as follows:
 - 7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement of their facilities, and with respect to access to their facilities and/or utilities.
 - 7.2.2 Coordinate the exchange of safety data sheets (SDS) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in connection with laws and regulations. Maintain a complete file of SDS for all materials in use on Site throughout the construction phase and make a digital file available to the Owner and its agents.
- 7.3. Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.

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- 7.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.
 - 7.3.2 Give the ODR and A/E prompt notice of all such events.
 - 7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify the Owner within 72 hours of the emergency response event.
 - 7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due the Contractor.
74. Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify the ODR and other parties as may be directed within 24 hours of the event.
- 7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
 - 7.4.2 Supply the ODR and A/E with an incident report no later than 36 hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided by Contractor to Owner within one week after occurrence, unless otherwise directed by Owner's legal counsel. Contractor shall provide the ODR with written notification within one week of such catastrophic event if legal counsel delays submission of a full report.
75. Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify the ODR immediately.
- 7.5.1 The Contractor shall bind all its Subcontractors to the same duty.
 - 7.5.2 Upon receiving such notice, the ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be

reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, the ODR will issue a written report to the Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

- 7.5.3 The Owner may hire third-party contractors to perform any or all such steps.
 - 7.5.4 Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, the Owner will make an equitable adjustment to the Contract Sum and/or the Contract Time, and modify the Contract in writing accordingly.
76. Trenching Plan. When the Project requires excavation which either exceeds a depth of four feet, or results in any worker's upper body being positioned below grade level, the Contractor is required to submit a trenching plan to the ODR prior to commencing trenching operations. This plan shall meet or exceed all OSHA 1926 Subpart P Excavation requirements. During trenching operations, the Contractor shall update the trenching plan daily, or when trench conditions change, to identify and remove any potential hazards. The plan shall be maintained by the Contractor's competent person and shall include the soil classification observed, maximum allowable slopes per 1926 Subpart P Appendices A and B, protective system that will be used for that day's work, any back up data or engineered plans as required for the protective system, and the contact number for the Contractor's competent person.

Article 8. Quality Control

81. Materials & Workmanship. The Contractor shall execute Work in a good and workmanlike manner in accordance with the Contract Documents. The Contractor shall develop and provide a Quality Control Plan specific to this Project and acceptable to the Owner. Where Contract Documents do not specify quality standards, the Contractor shall complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, the Contractor shall incorporate all new materials and equipment into the Work under the Contract.
82. Testing
- 8.2.1 Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

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- 8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.
- 8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.
- 8.2.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.
- 8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.
- 8.2.2 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to the Owner. Results of all tests shall be provided promptly to the ODR, A/E and the Contractor.
- 8.2.3 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:
 - 8.2.3.1 Contractor selection and submission of the laboratory for Owner acceptance.
 - 8.2.3.2 Acceptance by Owner of the quality and nature of tests.
 - 8.2.3.3 All tests must be taken in the presence of the A/E and/or ODR, or their representatives.
 - 8.2.3.4 If tests confirm that the material/systems comply with Contract Documents, the Owner will pay the cost of the test.
 - 8.2.3.5 If tests reveal noncompliance, the Contractor will pay the laboratory fees and costs of that particular test and all future tests of that failing Work, necessary to eventually confirm compliance with Contract Documents.
 - 8.2.3.6 Proof of noncompliance with the Contract Documents will make the Contractor liable for any corrective action which the

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ODR determines appropriate, including complete removal and replacement of non-compliant work or material.

- 8.2.4 Notice of Testing. The Contractor shall give the ODR and the A/E timely notice of its readiness and the date arranged so the ODR and A/E may observe such inspection, testing or approval.
- 8.2.5 Test Samples. The Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with the Work Progress Schedule to avoid delay.
- 8.2.6 Covering Up Work. If the Contractor covers up any Work without providing the Owner an opportunity to inspect, the Contractor shall, if requested by the ODR, uncover and recover the Work at Contractor's expense.

8.3 Submittals

- 8.3.1 Contractor's Submittals. The Contractor shall submit, using Owner's project management system, with reasonable promptness consistent with the Work Project Schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, the Contractor shall review each submittal for compliance with the Contract Documents and approve submittals for review by A/E and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.
 - 8.3.1.1 Contractor shall within twenty-one (21) calendar days of the effective date of the Notice to Proceed with construction, submit to the ODR, and the A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by the A/E and Owner. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials samples, materials colors, guarantees, items identified as delegated design and all other items identified throughout the Specifications.
 - 8.3.1.2 The Contractor shall indicate the type of item, contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from the A/E and Owner. The Submittal Register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with

actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) calendar days duration after receipt by A/E and ODR for review and approval. If resubmittal required, allow a minimum of an additional fifteen (15) calendar days for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days' notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

8.3.1.3 The Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.

8.3.1.4 By submitting Shop Drawings, Samples or other required information, the Contractor represents and certifies that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data to the extent possible from existing conditions and design information provided by A/E prior to fabrication; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

8.3.2 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. All review of submittals will be in Owner's project management system. The approval of a separate item does not

indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract unless the Contractor informs the A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains the Owner's written specific approval of the particular deviation.

8.3.3 Correction and Resubmission. The Contractor shall make any corrections required to a submittal and resubmit the corrected version promptly so as to avoid delay, until submittal approval. When applicable, the Contractor shall direct attention of the A/E and the ODR in writing to any new revisions other than the corrections requested on previous submissions.

8.3.4 Limits on Shop Drawing Review. The Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. The Contractor shall construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action. A/E or ODR shall not make formal changes to the Construction Documents via the submittal process. Changes to the Construction Documents shall be accomplished via Section 3.2.2 and Article 11 Changes.

8.3.5 No Substitutions Without Approval. The ODR and the A/E may receive and consider the Contractor's request for substitution, through Owner's project management system, when the Contractor agrees to reimburse the Owner for review and redesign costs and satisfies the requirements of this section. If the Contractor does not satisfy these conditions, the ODR and A/E will return the request without action except to record noncompliance with these requirements. The Owner will not consider the request if the Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by ODR and A/E when:

8.3.5.1 The Contract Documents do not require extensive revisions;
and

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- 8.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of the A/E and do not result in an increase in cost to the Owner; and
- 8.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:
 - 8.3.5.3.1 The Contractor cannot provide the specified product, assembly or method of construction within the Contract Time.
 - 8.3.5.3.2 The request directly relates to an "or-equal" clause or similar language in the Contract Documents.
 - 8.3.5.3.3 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents.
 - 8.3.5.3.4 The requested substitution offers the Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities the Owner must assume.
 - 8.3.5.3.5 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and the ODR can approve the requested substitution.
 - 8.3.5.3.6 The Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and the Contractor certifies that the substitution will overcome the incompatibility
 - 8.3.5.3.7 The Contractor cannot coordinate the specified product, assembly or method of construction with other materials and the Contractor certifies it can coordinate the proposed substitution.
 - 8.3.5.3.8 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and the Contractor certifies that the proposed substitution provides the required warranty.

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8.3.5.3.9 The manufacture of the specified product has been removed from production due to cancellation or obsolescence

8.3.6 Unauthorized Substitutions at Contractor's Risk. The Contractor is financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified. The Contractor shall reimburse the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

8.4.1 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer/finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall not be required.

8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to the ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by the Owner.

8.4.1.3 The Contractor shall include field mock-ups in their Work Progress Schedule and shall notify the ODR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

8.5 Inspection During Construction.

8.5.1 The Contractor shall provide sufficient, safe, and proper facilities, including all equipment and training, as necessary for safe access at all reasonable times for observation and/or inspection of the Work by the Owner and its agents. "Reasonable times" of inspection allow for sufficient monitoring of the quality of materials and installation without substantially impeding the progress of the Work

8.5.2 The Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner and its agents an opportunity to perform an inspection of the Work.

- 8.5.2.1 Should corrections of the Work be required for approval, the Contractor shall not cover up corrected Work until the Owner indicates approval.
- 8.5.2.2 The Contractor shall provide notification of at least ten (10) working days or otherwise as mutually agreed, to the ODR of the anticipated need for a cover-up inspection. Failure of the ODR to respond does not relieve Contractor of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

- 9.1. Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for the commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time or as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion in a reasonable time but no longer than 90 days after Substantial Completion, Contractor shall be responsible for Owner's damages including, but not limited to, additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.
- 9.2. Notice to Proceed. The Owner will issue a Notice to Proceed which shall state the dates for beginning Work.
- 9.3. Work Progress Schedule. Refer to Special Conditions and Division 1 General Administration Specifications for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit to the ODR and the A/E its initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be based upon a computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to the Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.
 - 9.3.1 Schedule Requirements. The Contractor shall submit an electronic and a paper copy of the initial Work Progress Schedule reflecting

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accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of the Contractor's actual plans for its completion. The Contractor shall organize and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 The Contractor shall re-submit initial Schedule as required to address review comments from A/E and ODR until such Schedule is accepted as the Baseline Schedule.

9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.

9.3.2 Schedule Updates. The Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, and submit a paper and electronic copy of the update to the A/E and ODR as directed but as a minimum with each request for payment. The Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. The Contractor shall show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to ODR and shall not be incorporated into the revised Baseline Schedule without ODR's consent.

9.3.3 The Work Progress Schedule is for the Contractor's use in managing the Work, and submittal of the Schedule and successive updates or revisions, is for the information of the Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. The Owner's acceptance of a schedule, schedule update or revision, constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule.

9.3.3.1 Acceptance of the Work Progress Schedule, or an update and/or revision thereto does not indicate any approval of the Contractor's proposed sequences and duration.

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9.3.3.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute the Owner's consent, alter the terms of the Contract, or waive either the Contractor's responsibility for timely completion or the Owner's right to damages for the Contractor's failure to do so.

9.3.3.3 The Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion date(s) and Contract Time.

9.4. Ownership of Float. Unless indicated otherwise in the Contract Documents, the Contractor shall develop the Baseline Schedule and its execution plan to provide a minimum of 10 percent total float at the project level at acceptance of the Baseline Schedule. Float time contained in the Baseline Schedule is not for the exclusive benefit of the Contractor or the Owner, but belongs to the Project and may be consumed by either party. Before Contractor uses any portion of the float, Contractor must submit a written request through the monthly payment application process to do so to the Owner and receive Owner's written authorization to use the float. Owner's approval shall not be unreasonably withheld. Float cannot be used for weather days per paragraph 9.6.2.1, unless specifically approved in writing by ODR.

9.5. Completion of Work. The Contractor is accountable for completing the Work in the time stated in the Contract, or as otherwise amended by Change Order.

9.5.1 If substantial completion date on the monthly updated Baseline Schedule is thirty (30) days later than the substantial completion date on the original Baseline Schedule (notice not required) or if, in the judgment of the Owner, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the Owner, shall immediately take action to increase the rate of work placement by:

9.5.1.1 An increase in working forces.

9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expediting delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

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9.5.2 Within ten (10) calendar days after such notice from the ODR, the Contractor shall notify the ODR in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the Project. Should the ODR deem the plan of action inadequate, the Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with the ODR's approval.

9.6 Modification of the Contract Time

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 When a delay defined herein as excusable prevents the Contractor from completing the Work within the Contract Time, the Contractor is entitled to an extension of time. The Owner will make an equitable adjustment and extend the number of calendar days lost because of excusable delay, as measured by the Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project completion date.

9.6.2.1 "A Weather Day" is a day on which the Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent the Contractor from performing seven hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable non-compensatory delays. When weather conditions at the Site prevent Work from proceeding, the Contractor shall immediately notify the ODR for confirmation of the conditions. At the end of each calendar month, the Contractor shall submit to the ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by the ODR, any time extension granted will be issued by Change Order **for those weather days during that month which exceed the number expected, as shown in the Rainfall Table located in Special Conditions**. If the Contractor and Owner cannot agree on the time extension, the Owner may issue a Unilateral Change Order for a fair and reasonable time extension.

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9.6.2.2 Excusable Delay. The Contractor is entitled to an equitable adjustment of time, issued via Change Order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design which the A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site which the A/E corrects by means of changes to the Drawings and Specifications or for which the ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that affect activities identified in the Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by the ODR or recommended by A/E and ordered by ODR.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of the Contractor.

9.6.2.2.5 Suspension of Work for convenience of the ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.2.2.6 Unanticipated asbestos material, hazardous material, archeological artifacts, or endangered species are discovered on a part of the construction site where Contractor is performing his work.

9.6.3 The Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of the Contractor's baseline schedule and updates. In the event that the Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. An extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of

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Owner that constitute intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such interference. For delays caused by any act(s) other than the sole intentional interference of Owner, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages. Owner's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of Owner's exercise of such rights or remedies.

- 9.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, the Contractor is not entitled to a time extension for the period of concurrent delay.
- 9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by the Owner shall be included with the Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by paragraph 9.6.2.1 above. If the Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, it shall give the ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) calendar days after the onset of the event or circumstance giving rise to the delay. The Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one notice of claim is necessary. The Contractor shall state claims for extensions of time in numbers of whole or half calendar days.
- 9.9.1 Within ten (10) calendar days after the cessation of the delay, the Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.
- 9.9.2 No extension of time releases the Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such bond. Those obligations remain in full force until the discharge of the Contract.
- 9.9.3 Contents of Time Extension Requests. The Contractor shall provide with each time extension request a quantitative demonstration of the

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impact of the delay on Project completion time, based on the Work Progress Schedule. The Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.9.3.1 The nature of the delay and its cause; the basis of the Contractor's claim of entitlement to a time extension.

9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in the Contractor's Work Progress Schedule, and any concurrent delays.

9.9.3.3 Description and documentation of steps taken by the Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

9.9.4 Owner's Response. The Owner will respond to the Time Extension Request by providing to the Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by the Contractor.

9.9.4.1 The Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion Date.

9.9.4.2 The Owner will respond to each properly submitted Time Extension Request within fifteen (15) calendar days following receipt. If the Owner cannot reasonably make a determination about the Contractor's entitlement to a time extension within that time, the Owner will notify the Contractor in writing. Unless otherwise agreed by the Contractor, the Owner has no more than fifteen (15) additional calendar days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor's request for a time extension shall be deemed rejected by Owner.

9.10 Failure to Complete Work Within the Contract Time. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to the Owner. These damages are liquidated by agreement of the Contractor and the Owner.

9.11 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Agreement or the Owner's Special Conditions.

The amount is collected not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that Owner will sustain for late completion. Owner may also recover the liquidated damages from any money due or that becomes due Contractor. The amount of liquidated damages may be adjusted by Owner in Special Conditions.

The parties stipulate and agree that the actual damages sustained by Owner for late completion of the Project will be uncertain and difficult to ascertain, that calculating Owner's actual damages would be impractical, unduly burdensome, and cause unnecessary delay, and that the amount of daily liquidated damages set forth above is a reasonable estimate.

Payment of the liquidated damages does not preclude recovery by Owner of other damages or losses under other provisions of the Contract, except for claims related to delays in Substantial Completion or Final Completion. Owner's right to receive liquidated damages shall not affect Owner's right to terminate the Contract as provided in these uniform general conditions or elsewhere in the Contract Documents, nor shall termination of the Contract release Contractor from the obligation to pay the liquidated damages.

Article 10. Payments

10.1 Schedule of Values. The Contractor shall submit to the ODR and the A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by the ODR, and submitted not less than twenty-one calendar (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include costs for general conditions, costs for preparing Close-out Documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract Sum. As appropriate, the Contractor shall assign labor and/or material values to each item, the subtotal thereof equaling the value of the Work in place when complete.

Owner requires that the Work items be inclusive of the cost of the Work items only. Any Contract markups for overhead and profit, general conditions, submittals, Shop Drawings, etc., shall be

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contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.

10.1.2 The Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal, and, make the worksheets available to the ODR at the time of Contract execution. Thereafter the Contractor shall grant the Owner during normal business hours access to said notarized copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.

10.2. Progress Payments. The Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by the Owner and the Contractor. Payment is not due until receipt by the ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Special Conditions or Division 1 Specifications, and certified by the A/E. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. The Owner will not process progress payment applications for Change Order work until all parties execute the Change Order.

10.2.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to the A/E and the ODR a complete, clean copy of a preliminary pay worksheet or Preliminary Pay Application, to include the following:

10.2.1.1 The Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values.

10.2.1.2 An updated Work Progress Schedule including the Executive Summary and all required schedule reports.

10.2.1.3 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.2.5.1.

10.2.1.4 Such additional documentation as Owner may require as set forth elsewhere in the Contract Documents.

10.2.2 Contractor's Application for Progress Payment. As soon as practicable, but in no event later than seven days after receipt of the Preliminary Pay Worksheet, the A/E and ODR will meet with the

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Contractor to review the Preliminary Pay Worksheet and to observe the condition of the Work. Based on this review, the ODR and the A/E may require modifications to the Preliminary Pay Worksheet prior to the submittal of an application for progress payment, and will promptly notify the Contractor of revisions necessary for approval. As soon as practicable, the Contractor shall submit its Invoice on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by the A/E and/or ODR. The Contractor shall attach all additional documentation required by the ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with the Contractor's invoice are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No invoice is complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.

- 10.2.3 Certification by A/E. Within five days or earlier following the A/E's receipt of the Contractor's formal invoice, the A/E will review the application for progress payment for completeness, and forward to the ODR. The A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Invoice is incomplete, the Contractor shall make the required corrections and resubmit the Invoice for processing.
- 10.3 Owner's Duty to Pay. The Owner has no duty to pay the Contractor except on receipt by the ODR of: 1) a complete Invoice certified by the A/E, 2) the Contractor's updated Work Progress Schedule, and 3) confirmation that Contractor has maintained and updated the digital Record Documents.
- 10.3.1 Payment for stored materials and/or equipment confirmed by the Owner and A/E to be on-site or otherwise properly stored is limited to 85 percent of the invoice price or 85 percent of the scheduled value for the materials or equipment, whichever is less.
- 10.3.2 Retainage. The Owner will withhold from each progress payment, as retainage, 5 percent of the total earned amount, or the amount authorized by law. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Government Code, subchapter B.
- 10.3.2.1 The Contractor shall provide written consent of its Surety for any request for reduction or release of retainage.
- 10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must

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be completed before Owner can consider a retainage reduction or release.

10.3.2.3 After Substantial Completion Owner will release retainage in proportion to the amount of Work completed in Owner's opinion in the Project. All remaining retainage due the Contractor will be released with the Final Payment at Final Completion of the Project.

10.3.2.4 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection.

10.3.3 Price Reduction to Cover Loss. The Owner may reduce any Periodic Invoice, or application for Progress Payment, prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor including, but not limited to:

10.3.3.1 Defective or incomplete Work not remedied.

10.3.3.2 Damage to Work of a separate Contractor.

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time.

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents.

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum.

10.3.3.6 Assessment of fines for violations of Prevailing Wage Rate law; or

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to the Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve the Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance of the entire Work, or the

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restoration of any damaged Work, or waive the right of the Owner to require the fulfillment of all the terms of the Contract. Contractor shall include these provisions in all subcontracts.

10.4 Progress payments to the Contractor do not release the Contractor or its surety from any obligations under the Contract.

10.4.1 Upon the Owner's request, the Contractor shall furnish manifest proof of the status of its Subcontractor's accounts in a form acceptable to the Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by the Contractor.

10.4.3 The Contractor shall provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when the chief facilities officer approves the Application for Payment.

10.5 Off-Site Storage. With prior approval by the Owner and in the event Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by the Owner.

10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.

10.5.2 Provide separate Insurance Coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the Owner must be filed with the Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. The Owner's Inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

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- 10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Project if they do not meet Contract requirements regardless of any previous progress payment made.
- 10.5.6 With each monthly payment estimate, submit a report to the ODR, A/E, and Inspector listing the quantities of materials already paid for and still stored in the off-site location.
- 10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.
- 10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by the ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.
- 10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2251.022.
- 10.6.1 Contractor who receives a payment from a governmental entity shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date Contractor receives the payment.
- 10.6.2 The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment

Article 11. Changes

- 11.1. Change Orders. A Change Order issued after execution of the Contract is a written order to the Contractor, signed by the ODR, the Contractor, and the A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. The ODR may issue written authorization for the Contractor to proceed with work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.
- 11.1.1 The Owner, without invalidating the Contract, and without prior approval of the surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or Unilateral Change Order (ULCO), and shall be

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performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or ULCO.

- 11.1.2 It is recognized by the parties hereto and agreed by them that the Drawings and Specifications may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Drawings and Specifications, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor for the changes in the Work described in the Change Order as permitted under Tex. Gov't Code, Ch. 2260.
- 11.1.3 Procedures for administration of Change Orders shall be established by the Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.
- 11.1.4 No verbal order, verbal statement, or verbal direction of the Owner or its duly appointed representative shall be treated as a change under this article or entitle the Contractor to an adjustment.
- 11.1.5 The Contractor agrees that the Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of the Contractor. Further, the Contractor agrees to include in all its subcontracts a provision to the effect that the Subcontractor agrees that the Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from this Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the

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performance of the Contract shall continue until final disposition of such claims, appeals or litigation.

11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted as provided in the Supplementary General Conditions or Special Conditions or as agreed to by the parties and incorporated into the Change Order.

11.3 Claims for Additional Costs

11.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, it shall give the Owner and the A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but, in any case before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case the Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or a ULCO.

11.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: 1) any written interpretation of the Contract Documents, 2) any order by the Owner to stop the Work pursuant to Article 14 where the Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, the Contractor shall make such claim as provided in Subsection 11.3.1.

11.3.3 Should the Contractor or its Subcontractors fail to call attention of the A/E to discrepancies or omissions but claim additional costs for corrective work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective work. In such case, the Owner may choose to let a separate contract for the corrective work, or issue a ULCO to require performance by the Contractor. Claims for time extensions or for extra cost resulting from delayed notice of Contract Document discrepancies or omissions will not be considered by the Owner.

11.4. Minor Changes. The A/E, with concurrence of the ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be affected

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by written order which the Contractor shall carry out promptly and record on Record Documents.

- 11.5. Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, the ODR and the A/E shall be notified in writing of such conditions before they are further disturbed or subsequent related work proceeds. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of the ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of the ODR.
- 11.6. Extension of Time. All Changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.
- 11.7 Administration of Change Orders. All changes in the Contract shall be administered in accordance with procedures approved by the Owner, and when required make use of such electronic information management system(s) as the Owner may employ.
- 11.7.1 Routine changes in the Contract shall be formally initiated by the ODR, Contractor or A/E by means of a Contract change form detailing requirements of the proposed change for pricing by the Contractor. This action may be preceded by communications between the Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by the Contractor. Except for emergency conditions described below, approval of the Contractor's cost proposal by the Owner will be required for authorization to proceed with the Work being changed. The Owner will not be responsible for the cost of work changed without prior approval and the Contractor may be required to remove work so installed.
- 11.7.2 All proposed costs for Change Order work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis

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by the A/E and ODR using current estimating guides and/or practices. Copies of Subcontractor and vendor proposals shall be furnished unless specifically waived by the ODR. Contractor shall provide written response to a Change Order within twenty-one (21) calendar days of receipt.

- 11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by written communication and authorization between the Contractor and Owner. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, the ODR may authorize the use of detailed cost records of such Work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 11.7.4 Emergency changes to save life or property may be initiated by the Contractor alone (see Article 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.
- 11.7.5 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to the ODR.
- 11.8 Pricing Change Order Work. The amounts that the Contractor and/or its Subcontractors add to a Contract Change for profit and overhead will also be considered by the Owner before approval is given and a Change Order issued. The amounts established hereinafter are the maximums that are acceptable to the Owner. The Contractor shall not stop Work during the negotiation of a change order unless otherwise specifically allowed by applicable Texas law. Contractor shall include these provisions in all subcontracts.
- 11.8.1 For work performed by its forces, the Contractor will submit an itemized Change Order covering the additional Work and/or the Work to be deleted. The Change Order shall be itemized for the various components of Work and divided by labor, materials and equipment in a detailed format satisfactory to the Owner. The Contractor shall include same detailed information from all its Subcontractors regardless of tier.
- 11.8.1.1 Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by the Contractor for those workers or crews of workers who the Contractor reasonably anticipates will perform the Change Order work. Estimated labor hours shall include hours only

for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, non-working foremen, superintendent, project manager, etc.) is considered to be included in the Markup Percentages as outlined in Subsections 11.8.1.7 and 11.8.2. Note: No separate allowances for warranty or safety expenses will be allowed as a direct cost of a Change Order. Costs attributed to warranty expenses and safety expense will be considered to be covered by the Markup Percentages as outlined in Subsections 11.8.1.7 and 11.8.2

- 11.8.1.2 Labor burden allowable in Change Orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Also, allowable is the net actual required cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees). Any and all voluntary components of the union benefits cost including contributions for lobbying are not allowed. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. (An estimated percentage for labor burden may be used for pricing Change Orders. However, the percentage used for labor burden to price Change Orders will be examined at the conclusion of the Project and an adjustment to the approved Change Orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.)
- 11.8.1.3 Employee Stock Ownership Plan (ESOP) related fringe benefit costs are specifically considered non-reimbursable labor burden and any ESOP costs are considered covered by the allowable Change Order markups to cover overhead and profit.
- 11.8.1.4 Estimated material costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the Change Order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-Cash" discounts, trade discounts,

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free material credits, and/or volume rebates. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

- 11.8.1.5 Allowable Change Order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the Change Order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 173.3 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work. Further, for Contractor owned equipment the aggregate equipment rent charges for any single piece of equipment used in all Change Order work shall be limited to 50% of the fair market value of the piece of equipment when the first Change Order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the Change Order work.
- 11.8.1.6 Allowable Change Order estimated costs may include manufacturing (shop rate) labor rate; manufacturing supplies pertaining to the particular change order (including miscellaneous supplies used for fabrication, finishing, tooling, shipping, etc.); manufacturing maintenance (including maintenance employees and repair parts for equipment, waste pick-up, et.) and miscellaneous expenses (includes consumables and waste not included above). Items not allowed are utilities, property taxes, depreciation on manufacturing equipment, delivery truck maintenance and indirect labor.
- 11.8.1.7 Allowable percentages for overhead and profit on changes will not exceed 15 percent if the total of self-performed work is less than or equal to \$10,000, 10 percent if the total of self-performed work is between \$10,000 and \$20,000 and 7.5 percent if the total of self-performed work is over \$20,000, for any specific change priced.
- 11.8.1.8 Change Order cost adjustments due an increase or decrease in bond or insurance costs (if applicable) shall not be subject to any markup percentage fee.

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11.8.1.9 As further clarification, the agreed upon markup percentage fee is intended to cover the Contractor's profit and all indirect costs associated with the Change Order work. Items intended to be covered by the markup percentage fee include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; non-working foremen, estimating, engineering; coordinating; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; Shop Drawings; permits; auto insurance and umbrella insurance; pick-up truck costs; ESOP related costs; and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.

11.8.1.10 In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in Change Order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated to perform the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

11.8.1.11 In the event the Contractor has been required to furnish comprehensive general liability insurance and/or performance and/or payment bonds as part of the base Contract Sum, a final Change Order will be processed to account for the Contractor's net increase or decrease in comprehensive general liability insurance costs and/or net bond premium costs associated with Change Orders to Contractor's base Contract Sum. Similarly, if the Contractor has provided Subcontractor Default Insurance the net increase and/or decrease will be processed in the final Change Order. Note: If a Change Order or a separate payment is made to reimburse the Contractor for the cost of a Performance and/or Payment Bond. The Contractor will be required to remit any bond dividend or rebate that it will receive from the surety after the successful completion of the Project.

11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's work, all Subcontractor costs shall be combined, and to that total Subcontractor cost the Contractor will be allowed to add a maximum mark-up of 10 percent if the total of all subcontracted work is less than

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or equal to \$10,000, 7.5 percent if the total of all subcontracted work is between \$10,000 and \$20,000 and 5 percent if the total of all Subcontractor work is over \$20,000.

- 11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. The Owner does not accept and will not pay for additional Contract cost identified as indirect, consequential, or as damages caused by delay.
- 11.8.4 On contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Build Firm shall NOT be entitled to a percentage mark-up on any Change Order work unless the Change Order increases the Guaranteed Maximum Price.
- 11.8.5 Contractor shall submit accurate cost and pricing data to support its Change Order or other Contract Sum adjustments under the Contract. Contractor shall submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Contract with respect to pricing of Change Orders. Contractor shall agree that any "buy-out savings" on Change Orders shall accrue 100% to Owner. "Buy-out savings" here are defined as any savings negotiated by the Contractor with a Subcontractor or a material supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or supplier for the approved Change Order work.
- 11.8.6 Contractor, shall agree that any designated Owner's representative will have the right to examine (copy or scan) the records of the Contractor, its Subcontractor or sub-sub contractor's records (during the Contract period and up to three years after final payment is made on the Contract) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals and/or claims. Contractor shall agree that if the Owner determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Contract regarding pricing of Change Orders, an appropriate Contract Sum adjustment will be made. Such post-approval Contract Sum adjustments will apply to all levels of Contractors and/or its Subcontractors and to all types of Change Order proposals specifically including lump sum Change Orders, unit price Change Orders, and cost-plus Change Orders.
- 11.8.7 Contractor shall provide a breakdown of allowable labor and labor burden cost information. This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of

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the Contractor's actual labor and labor burden cost components. This information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract Sum and/or the Contract Time.

11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The issuance of a ULCO does not prejudice the Contractor's rights to make claims or to appeal disputed matters under Article 15 and paragraph 12.3.7, or to exercise other remedies pursuant to applicable law.

11.10 Finality of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues claimed by Contractor regarding that change are final and not subject to increase.

11.11 Audit of Changes. All Changes Orders are subject to audit by Owner or its representative(s) at any time in accordance with Article 17.5 and Change Order amounts may be adjusted lower as a result of such audit.

Article 12. Project Completion and Acceptance

12.1. Closing Inspections

12.1.1 Substantial Completion Inspection. When the Contractor considers the entire Work or part thereof substantially complete, it shall notify the ODR in writing that the Work will be ready for substantial completion inspection on a specific date. The Contractor shall include with this notice the Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, has corrected items where possible, and includes all items scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the facility from being used as

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intended, the Contractor shall not request a substantial completion inspection. The Owner and its representatives will review the list of items and schedule the requested inspection, or inform the Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on the Contractor's list.

12.1.1.1 Prior to the substantial completion inspection, the Contractor shall furnish a copy of its marked-up Record Drawings and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications or parts for all installed equipment, systems and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the substantial completion inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the open items list, the A/E, ODR, the Contractor and other Owner representatives as determined by the Owner, will jointly attend the substantial completion inspection, which shall be conducted by the ODR or their delegate. If the ODR determines that the Work is substantially complete, the ODR will issue a Certificate of Substantial Completion to be signed by the A/E, Owner and Contractor, establishing the date of Substantial Completion, and identifying responsibilities for security, maintenance, insurance and utilities. Provided with this Certificate will be a consolidated list of Punchlist items (the pre-final Punchlist including all items noted by the various inspecting parties) for completion prior to final inspection. This list may include items in addition to those on the Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. If the Owner occupies the facility upon determination of Substantial Completion, the Contractor shall complete all corrective Work at the convenience of the Owner, without disruption to Owner's use of the facility for its intended purposes.

12.1.2 Final Inspection. The Contractor shall complete the list of items identified on the Pre-Final Punchlist prior to requesting a Final Inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, the Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the Pre-Final Punchlist work, the Contractor shall give

written notice to the ODR and A/E that the Work will be ready for Final Inspection on a specific date. The Contractor shall accompany this notice with a copy of the updated Pre-Final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, the ODR, A/E and the Contractor will inspect the Work. The A/E will submit to the Contractor a Final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 The Contractor must correct or complete all items on the Final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this within seven (7) days of receiving the Final Punchlist. Upon completion of the Final Punchlist, the Contractor shall notify the A/E and ODR in writing stating the disposition of each Final Punchlist item. The A/E, Owner and Contractor shall promptly inspect the completed items. When the Final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents the ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to the Contractor's right to receive Final Payment.

12.1.3 Annotation. Any certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by the Owner.

12.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punchlist items or failure of the Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of the Owner's rights under the Contract or relieve the Contractor of its responsibility for performance or warranties.

12.1.5 Additional Inspections

12.1.5.1 If the Owner's inspection team determines that the Work is not Substantially Complete at the Substantial Completion Inspection, the ODR or A/E will give the Contractor written notice listing cause(s) of the rejection. The ODR will set a time for completion of incomplete or defective work. The Contractor must complete or correct all work so designated

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prior to requesting a second Substantial Completion Inspection.

12.1.5.2 If the Owner's inspection team determines that the Work is not complete at the Final Inspection, the ODR or the A/E will give the Contractor written notice listing the cause(s) of the rejection. The ODR will set a time for completion of incomplete or defective work. The Contractor shall complete or correct all Work so designated prior to again requesting a Final Inspection.

12.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion Inspection, the Final Completion Inspection, and the Inspection of Completed Final Punchlist Items. The cost to the Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of the Contractor. The Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, the Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion Inspection is not corrective work for purposes of determining timely completion, or assessing the cost of additional inspections.

12.1.6 Phased Completion. The Contract may provide, or project conditions may warrant, as determined by the ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 Owner's Right of Occupancy. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should the Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, the ODR will notify the Contractor in writing and identify responsibilities for security, maintenance, insurance and utilities. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for

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purposes of this Article. All Work performed by the Contractor after occupancy, whether in part or in whole, shall be at the convenience of the Owner so as to not disrupt Owner's use of, or access to, occupied areas of the Project.

12.3 Acceptance & Payment

12.3.1 Request for Final Payment. Following the certified completion of all Work, including all punch list items, cleanup, and the delivery of Record Documents, the Contractor shall submit a certified Application for Final Payment. The Contractor must include in the Application of Final Payment all sums held as retainage and forward to the A/E and the ODR for review and approval.

12.3.2 Final Payment Documentation. The Contractor shall submit, prior to or with the Application for Final Payment, final copies of all Close-out Documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. The Contractor shall submit Consent of Surety to Final Payment and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. The Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. The Contractor may not subsequently submit a claim on behalf of a Subcontractor or vendor unless the Contractor's affidavit notes that claim as an exception.

12.3.3 A/E Approval. The A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, the A/E will either 1) return the Application for Final Payment to Contractor with corrections for action and resubmission or 2) accept it, note its approval and send to Owner.

12.3.4 Offsets and Deductions. The Owner may deduct from the Final Payment all sums due from the Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or any defects not remedied, the Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, the Owner will identify each deduction, the amount, and the explanation of the deduction on or by the 21st day after Owner's receipt of an approved

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Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a Unilateral Change Order as may be applicable.

12.3.5 Final Payment Due. Final Payment is due and payable by the Owner, subject to all allowable offsets and deductions, on the 30th day following the Owner's approval of the final Application for Payment. If the Contractor disputes any amount deducted by the Owner, the Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by the Owner, relating to the condition of the Work except those arising from:

12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects); and/or

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents; and/or

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; and/or

12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by the Contractor except those specifically identified in writing and submitted to the ODR prior to the Application for Final Payment.

12.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by the Contractor and closed until the expiration of all warranty periods. Issuance of Final Payment does not alter Contractor's contractual obligations during the warranty period.

Article 13. Warranty and Guarantee

13.1. Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. The Owner may, at its option, agree in

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writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by the Owner, A/E or others, by making any progress payment or Final Payment, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.

13.2. Warranty Period. Except as may be otherwise specified or agreed, the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

13.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

13.3.1 Modification or improper maintenance or operation by persons other than Contractor, its Subcontractors, or any other individual or entity for whom Contractor is responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.

13.3.2 Normal wear and tear under normal usage after acceptance of the Work by the Owner.

13.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

13.4.1 Observations by Owner and/or A/E;

13.4.2 Recommendation to pay any progress or Final Payment by A/E;

13.4.3 The issuance of a Certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

13.4.4 Use or occupancy of the Work or any part thereof by Owner;

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- 13.4.5 Any acceptance by Owner or any failure to do so;
 - 13.4.6 Any review of a Shop Drawing or Sample submittal; or
 - 13.4.7 Any inspection, test or approval by others.
- 13.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the Warranty Period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and the Contractor. The ODR will certify the date of service commencement in the Certificate of Substantial Completion.
- 13.5.1 In addition to the Contractor's warranty and duty to repair, the Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
 - 13.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to the Owner on all elements of the required warranty not provided by the assigned warranty.
- 13.6 Correction of Defects. Upon receipt of written notice from the Owner, or any agent of the Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to the Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Owner may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

Article 14. Suspension and Termination

- 14.1 Suspension of Work for Cause. The Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, the Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.

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- 14.1.1 The Owner will give the Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, the Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, the Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.
- 14.1.2 If it is confirmed that the cause was within the control of the Contractor, the Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of the Contractor, and the suspension has prevented the Contractor from completing the Work within the Contract Time, the suspension is an Excusable Delay and a Time Extension will be granted through a Change Order.
- 14.1.3 Suspension of work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.
- 14.2 Suspension of Work for Owner's Convenience. Upon seven (7) calendar days written notice to the Contractor, the Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty days for its own convenience. The Owner will give the Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, will be suspended and the date on which the suspension of Work will cease. When a suspension prevents the Contractor from completing the Work within the Contract Time, it is an Excusable Delay. A notice of suspension for convenience may be modified by the Owner at any time on seven (7) calendar days written notice to the Contractor. If the Owner suspends the Work for its convenience for more than sixty (60) consecutive calendar days, the Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.
- 14.3 Termination by Owner for Cause.
- 14.3.1 Upon thirty (30) days written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, under any of the following circumstances:
- 14.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the

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Contract, to supply enough properly skilled workmen or proper materials;

- 14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including the ODR;
- 14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in this Contract;
- 14.3.1.4 Failure to remedy defective work condemned by the ODR;
- 14.3.1.5 Failure to pay its Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code Chapter 2251;
- 14.3.1.6 Persistent endangerment to the safety of laborers or of the Work;
- 14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;
- 14.3.1.8 Any material breach of the Contract; or
- 14.3.1.9 The Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

14.3.2 Failure by the Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

14.3.3 Upon receipt of a termination notice, the Contractor or its Surety has thirty (30) days to cure the reasons for the termination or demonstrate to the satisfaction of the Owner that it is prepared to remedy to the condition(s) upon which the notice of termination was based with diligence and promptness. If the Owner is satisfied that the Contractor or its Surety can remedy the reasons for the termination and complete the Work as required, the notice of termination shall be rescinded in writing by the Owner and the Work shall continue without an extension of time.

14.3.4 If at the conclusion of the thirty (30) day cure period the Contractor or its Surety is unable to demonstrate to the satisfaction of the Owner its ability to remedy the reasons for termination, the Owner may immediately terminate the Contract, make alternative arrangements for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

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- 14.3.4.1 Owners cost to complete the Work includes, but is not limited to, fees for additional services by A/E and other consultants, and additional contract administration costs.
 - 14.3.4.2 Owner will make no further payment to Contractor or its Surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its Surety. If such costs exceed the unpaid balance, Contractor or its Surety will pay the difference to Owner.
 - 14.3.4.3 This obligation for payment survives the termination of the Contract.
 - 14.3.4.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.
- 14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper by a court of competent jurisdiction, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.
- 14.5 Termination for Convenience of Owner. The Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:
- 14.5.1 The Owner will immediately notify the Contractor and the A/E in writing, specifying the reason for and the effective date of Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
 - 14.5.2 Upon receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - 14.5.2.1 Stop all work.

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- 14.5.2.2 Place no further subcontracts or orders for materials or service.
- 14.5.2.3 Terminate all subcontracts for convenience.
- 14.5.2.4 Cancel all materials and equipment orders as applicable.
- 14.5.2.5 Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.

14.5.3 When the Contract is terminated for the Owner's convenience, Contractor may recover from the Owner payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.

14.6 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or its Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon thirty (30) additional days' written notice to the ODR, terminate the Contract and recover from the Owner payment for all Work executed but not lost profits on other work or lost business opportunities. If the cause of the work stoppage is removed prior to the end of the thirty (30) day notice period, the Contractor may not terminate the Contract.

14.7 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to 180 days after the effective date of termination, the Contractor shall submit a final termination settlement proposal to the Owner based upon recoverable costs as provided under the Contract. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and pay the determined amount to the Contractor.

Article 15. Dispute Resolution

15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by the Contractor that is not resolved under procedures described throughout these Uniform General Conditions, Supplementary Conditions or Special Conditions of the Contract.

- 15.2 Alternative Dispute Resolution Process. The Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.
- 15.3 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.
- 15.4 Nothing herein shall waive or be construed as a waiver of the state's sovereign immunity.

Article 16. Certification of No Asbestos Containing Material or Work

- 16.1 Contractor shall insure that Texas Department of State Health Services licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.
- 16.2 Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's Application for Final Payment.
- 16.3 The Contractor shall insure compliance with the following acts from all of its Subcontractors and assigns:
- Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
 - National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, Subpart M—National Emission Standard for Asbestos);
 - Texas Asbestos Health Protection Rules (25 TAC §296).

Article 17. Miscellaneous

- 17.1 Special Conditions. When the Work contemplated by the Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Special Conditions. Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the Uniform General Conditions. In the event of a conflict between the Uniform General Conditions and the Special Conditions, the Special Conditions shall govern.

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172 Federally Funded Projects. On Federally funded projects, the Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the Owner of such Federal funds for the Project. In the case of any project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

173 Web-based Project Management System(s). The Owner shall administer its design and construction management through Internet-based project management systems. The Contractor shall conduct communication through this media and perform all Project related functions utilizing these management systems. This includes correspondence, submittals, requests for information, vouchers or payment requests and processing, Change Orders and other administrative activities.

17.3.1 Accessibility and Administration.

17.3.1.1 The Owner will make the software accessible via the Internet to all Project team members.

17.3.1.2 The Owner shall administer the software.

17.3.2 Training. The Owner shall provide training to the Project team members.

174 Business Ethics Expectations

During the course of pursuing contracts with Owner and while performing Contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner's best interests.

Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of Contractor's employees, agents, its subcontractors, subcontractors' employees and other persons under their control.

Contractor's employees, agents, its subcontractors (and their representatives) shall not make or offer, or cause to be made or offered, any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

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Contractor's employees, agents and subconsultants (and their relatives) shall not receive or accept any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of Contractors, its Subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with a Project.

Contractor agrees to notify Phillip Ray, Vice Chancellor for Business Affairs for The Texas A&M University System within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.

Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by a Contractor representative selected by Owner in a form agreeable to Owner stating that the representative is not aware of any situations violating the business ethics expectations outlined in this Agreement or any similar potential conflict of interest situations.

Contractor agrees to include provisions similar to this Article in all contracts with its subcontractors receiving more than \$25,000 in funds in connection with a Project.

17.5 Right to Audit.

17.5.1 Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Owner, any successor agency and their representatives, including independent auditors, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with any party conducting the audit or investigation, including providing all records requested.

17.5.2 Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the terms of this Contract, the requirements of Owner, and with the laws and regulations of the State of Texas including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and Owner's property for a period of seven (7) years after the date of submission of a request for Final Payment or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice and for reasonable

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periods all documents and other information related to the Work of this Contract.

17.5.3 Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by its Subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

17.7 179 D Benefit Allocation. Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through its Agreement with Contractor

If the Owner and the Internal Revenue Service (IRS) determine that the Contractor is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Contractor could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Contractor hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Contractor fees or both.

Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

Contractor agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

17.8 Force Majeure. Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11)

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interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

17.9 Confidentiality and Safeguarding of Owner Records; Press Releases; Public Information. Under the Contract, Contractor may (1) create, (2) receive from or on behalf of Owner, or (3) have access to, Owner records or record systems (collectively, "Owner Records"). Contractor represents, warrants, and agrees that it will: (1) hold all Owner Records in strict confidence and will not use or disclose Owner Records except as (a) permitted or required by the Contract, (b) required by applicable laws, or (c) otherwise authorized by Owner in writing; (2) safeguard Owner Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) comply with the Owner's rules, policies, and procedures regarding access to and use of Owner's computer systems. At the request of Owner, Contractor agrees to provide a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of Owner Records.

17.9.1 Notice of Impermissible Use. If an impermissible use or disclosure of any Owner Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide Owner with all information requested by University regarding the impermissible use or disclosure.

17.9.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of the Contract, for any reason,

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all Owner Records created or received from or on behalf of University will be (1) returned to Owner, with no copies retained by Contractor; or (2) if return is not feasible, destroyed following twenty (20) days written notice to the Owner. Contractor will confirm in writing the destruction of any Owner Records.

17.9.3 Disclosure. If Contractor discloses any Owner Records to its Subcontractor or agent, Contractor will require the Subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

17.9.4 Press Releases. Except as required by the Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of Owner.

17.10 Public Information

Contractor acknowledges that Owner is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon Owner's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to Owner in a non-proprietary format acceptable to Owner.

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to this project as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Contractor acknowledges that Owner may be required to post a copy of the

Uniform General Conditions for Texas A&M University System

fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

END OF UNIFORM GENERAL CONDITIONS

THE TEXAS A&M UNIVERSITY SYSTEM
Uniform General and Supplementary Conditions
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Uniform General and Supplementary Conditions For The Texas A&M University System

The Texas A&M University System has incorporated its Supplementary Conditions that apply to all A&M System and member institution construction projects into the Texas Building and Procurement Commissions' Uniform General Conditions. Material changes are indicated by the bold and italicized typeface shown here. Superseded sections of the Texas Building and Procurement Commissions' Uniform General Conditions are not included in the A&M System Uniform General and Supplementary Conditions. All users are advised to read and understand this entire document.

Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein:

- 1.1 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant to Tex. Occ. Code Ann., Chapter 1001 and/or a firm employed by Owner or a design-build contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
- 1.2 *Change Order* means a written modification of the Contract between the Owner and Contractor, signed by the Owner, the Contractor and the A/E.
- 1.3 *Change Order Proposal* means a Contractor-generated document in response to a Change Order Request (COR).
- 1.4 *Close-out documents* means the product brochures, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, as-built record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.
- 1.5 *Contract* means the entire agreement between the Owner and the Contractor, including all of the Contract Documents.
- 1.6 *Contract Date* is the date when the agreement between the Owner and the Contractor becomes effective.

- 1.7 *Contract Documents* means those documents identified as a component of the agreement (contract) between the Owner and the Contractor. These may include, but are not limited to, Drawings, Specifications, these Uniform General and Supplementary Conditions, Special Conditions, Change Orders, and all pre-bid and/or pre-proposal addenda.
- 1.8 *Contractor* means the individual, corporation, company, partnership, firm or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as General or Prime Contractor. The Contract Documents refer to Contractor as if singular in number.
- 1.9 *Contract Sum* means the total compensation payable to the Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.10 *Contract Time* means the period between the Date of Commencement (Start Date) identified in the Notice to Proceed with Construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by Change Order.
- 1.11 *Date of Commencement* means the date designated in the Notice to Proceed for the Contractor to commence the Work.
- 1.12 *Day* means a calendar day, unless otherwise specifically stipulated.
- 1.13 *Drawings* means that product of the A/E which graphically depicts the Work.
- 1.14 *Final Completion* means the date determined and certified by the A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.15 *Owner* means the State of Texas and any Agency of the State of Texas, acting through the responsible entity of the State of Texas, identified in the Contract as the Owner.
- 1.16 *Owner's Designated Representative (ODR)* means the individual assigned by the Owner to act on its behalf, and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 1.17 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all contract and warranty obligations.

- 1.18 *Samples* mean representative physical examples of materials, equipment or workmanship, used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 1.19 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.
- 1.20 *Shop Drawings* means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or its agents, which detail a portion of the Work.
- 1.21 *Site* means the geographical area of the location of the Work.
- 1.22 *Special Conditions* means the documents containing terms and conditions, which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over these Uniform General and Supplementary Conditions.
- 1.23 *Specifications* mean the written product of the A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.
- 1.24 *Subcontractor* means a business entity that enters into an agreement with the Contractor to perform part of the Work or to provide services, materials or equipment for use in the Work.
- 1.25 *Substantial Completion* means the date determined and certified by the Contractor, A/E and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended. Fit for use intended would include but not be limited to the authority have jurisdiction designation that the Work or a designated portion thereof can be occupied.
- 1.26 *Unit Price Work* means Work or a portion of the Work paid for based on incremental units of measurement.
- 1.27 *Unilateral Change Order* means a Change Order issued by the Owner without the agreement of the Contractor. ***A Unilateral Change Order has the same effect as a contract modification.***
- 1.28 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for the Contractor, and/or its agents, to fulfill the Contractor's obligations under the Contract.

Article 2. Laws Governing Construction

21. Environmental Regulations. The Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, the Owner is responsible for obtaining and maintaining permits related to stormwater run-off. The Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of the Contractor. The Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with the request for the Substantial Completion Inspection.

22. Wage Rates. The Contractor shall not pay less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only. The Owner is not bound to pay any claims for additional compensation made by any contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.
 - 2.2.1 Notification to Workers. The Contractor shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the Owner, the Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law.
 - 2.2.1.1 The Contractor shall submit a copy of each worker wage-rate notification to the ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.
 - 2.2.1.2 The "Prevailing Wage Schedule" is determined by the Owner in compliance with Tex. Gov't Code, Chapter 2258. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether

by the Contractor or by a Subcontractor, the Contractor shall promptly inform the ODR of the proposed wage to be paid for the skill along with a justification for same. The Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the Prevailing Wage Schedule. In no case shall any worker be paid less than the wage indicated for Laborers.

2.2.1.3 Penalty for Violation. The Contractor and any Subcontractor will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule.

2.2.1.4 Complaints of Violations.

2.2.1.4.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation of Tex. Gov't Code, Chapter 2258, the Owner will, within 31 days, make an initial determination as to whether good cause exists that a violation occurred. The Owner will send documentation of the initial determination to the Contractor against whom the violation was alleged, and to the worker involved. Upon making a good-cause finding, the Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

2.2.1.4.2 If the Contractor and claimant worker reach an agreement concerning the claim, the Contractor shall promptly notify the Owner in a written document countersigned by the worker.

2.2.1.4.3 Arbitration Required. If the violation is not resolved within 14 days following initial determination by the Owner, the Contractor and the claimant worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Tex. Civ. Prac. & Rem. Code,

Chapter 171. If the Contractor and the claimant worker do not agree on an arbitrator within 10 days, after the date arbitration is required, a district court may be petitioned by any of the parties to the arbitration to appoint an arbitrator whose decision will be binding on all parties. (See Tex. Gov't Code, § 2258.053)

2.2.1.4.4 Arbitration Award. If an arbitrator assesses an award against the Contractor, the Contractor shall promptly furnish a copy of said award to the Owner. The Owner may use any amounts retained under Article 2.2.1.4.1 to pay the worker the amount as designated in the arbitration award. If the retained funds are insufficient to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor, and/or the surety to receive the amount owed, plus attorneys' fees and court costs. The Owner has no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award.

2.2.1.4.5 No Extension of Time. If the Owner's determination proves valid that good cause existed to believe a violation had occurred, the Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures set forth herein.

23. Venue for Suits. *The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Brazos County, Texas.*

24. Licensing of Trades. The Contractor shall comply with all applicable provisions of state law related to license requirements for skilled tradesmen, contractors, suppliers and/or laborers, as necessary to accomplish the Work. In the event the Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, the Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to the Owner.

25. Royalties, Patents & Copyrights. The Contractor shall pay all royalties and license fees, defend all suits or claims for infringement of any patent rights, and shall save the Owner harmless from loss on account thereof.

26. State Sales and Use Taxes. The Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. ***Contractor shall not be entitled to reimbursement for taxes paid on items that are exempt from taxation.***

2.7 Domestic Iron and Steel Requirement. Pursuant to Sections 2252.201-2252.205 of the Government Code, Contractor shall require that any iron or steel product produced through a manufacturing process and used in the Project be produced in the United States. Contractor will require that the bid documents provided to all bidders and the contract include this same requirement.

Article 3. General Responsibilities of Owner and Contractor

31. Owner's General Responsibilities. The Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.

3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of the Notice to Proceed with Construction, a conference will be convened for attendance by the Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the project team members.

3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify the Owner's Designated Representative (ODR), who has the express authority to act and bind the Owner to the extent and for the purposes described in the Contract, including responsibilities for general administration of the Contract.

3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, the ODR is the single point of contact between the Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.

3.1.2.2 All directives on behalf of the Owner will be conveyed to the Contractor by the ODR in writing.

3.1.3 Owner Supplied Materials and Information.

3.1.3.1 The Owner will furnish to the Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, site utility locations, and other information used in the preparation of the Contract Documents.

3.1.3.2 The Owner will provide information, equipment, or services under the Owner's control to the Contractor with reasonable promptness. ***The Owner makes no representation as to the accuracy or completeness of the site information furnished to the Contractor by the Owner, and is not responsible for any interpretations or conclusions reached by the Contractor with respect to the information.***

3.1.4 Availability of Lands. The Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by the Contractor. The Contractor shall comply with all Owner-identified encumbrances or restrictions specifically related to use of lands so furnished. The Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

3.1.5 Limitation on Owner's Duties.

3.1.5.1 The Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. The Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. The Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of the Contractor.

3.1.5.2 The Owner will not take any action in contravention of a design decision made by the A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which the A/E is licensed for the protection of the public health and safety.

32 Role of A/E. Unless specified otherwise in the Contract between the Owner and the Contractor, the A/E shall provide general administration services for the Owner during the construction phase of the Project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to the A/E for action. The A/E has the authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to the Contractor by the ODR, upon request.

3.2.1 Site Visits

3.2.1.1 The A/E will make visits to the Site at intervals as provided in the A/E's contract agreement with the Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to the Owner.

3.2.1.2 The A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Article 3.1.5.2, the Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by the ODR such clarifications or interpretations will be provided by the A/E consistent with the intent of the Contract Documents. The A/E will issue these clarifications with reasonable promptness to the Contractor as Architect's Supplemental Instruction (ASI) or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, the Contractor shall so notify the Owner in accordance with the provisions of Article 11.

3.2.3 Limitations on A/E Authority. The A/E is not responsible for:

3.2.3.1 The Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project nor

will the A/E supervise, direct, control or have authority over the same.

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to furnishing or performing the Work.

3.2.3.3 The Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

3.2.3.4 Acts or omissions of the Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 Contractor's General Responsibilities. The Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. The Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures. ***The Contractor is responsible for having visited the Site and having ascertained all pertinent local conditions such as existing subsurface concealed conditions, location, accessibility and general character of the Site or building, the character and extent of existing work, the character and extent of existing work within adjacent sites, and any other work being performed thereon at the time Contractor's bid or proposal is submitted.***

3.3.1 Project Administration. The Contractor shall provide project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the A/E and ODR in accordance with these Uniform General and Supplementary Conditions and provisions of Division 1 Specifications, and as outlined in the Pre-construction Conference.

3.3.2 Contractor's Superintendent. The Contractor shall employ a competent resident Superintendent who will be present at the Project Site during the progress of the Work. The Superintendent is subject to the approval of the ODR. The Contractor shall not change approved Superintendents during the course of the Project without the written approval of the ODR unless the Superintendent leaves the employ of the Contractor.

3.3.3 Labor. The Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents, and maintain good discipline and order at the Site at all times.

- 3.3.4 Services, Materials, and Equipment. Unless otherwise specified, the Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
- 3.3.5 Non-Compliant Work. Should the A/E and/or the ODR identify Work as non-compliant with the Contract Documents, the ODR will communicate the finding to the Contractor and the Contractor will correct such Work at its expense. The approval of Work by either the A/E or ODR does not relieve the Contractor from the obligation to comply with all requirements of the Contract Documents.
- 3.3.6 Subcontractors. The Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection. The Owner will communicate such objections in writing. The Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom the Contractor has reasonable objection. The Contractor will not substitute Subcontractors without the acceptance of the Owner.
- 3.3.6.1 All Subcontracts and supply contracts shall be consistent with and bound to the terms and conditions of the Contract Documents including provisions of the agreement between the Contractor and the Owner.
- 3.3.6.2 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through the Contractor. The Contractor shall furnish to the Owner a copy of each first-tier subcontract promptly after its execution. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the Owner such copies in no way relieves the Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to

be bound to the Contractor in the same manner in which the Contractor is bound to the Owner.

- 3.3.7 Continuing the Work. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with the Owner. The Contractor shall not delay or postpone any Work because of the pending resolution of any disputes, disagreements or processes, except as the Owner and the Contractor may agree in writing.
- 3.3.8 Cleaning. At all times, the Contractor shall keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. The Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion Inspection and, again, upon completion of the Project prior to the Final Completion Inspection.
- 3.3.9 Acts and Omissions of Contractor, its Subcontractors and Employees. The Contractor is responsible for acts and omissions of its employees and all its Subcontractors, their agents and employees. The Owner may, in writing, require the Contractor to remove from the Project any of Contractor's or its Subcontractor's employees that the ODR finds to be careless, incompetent, or otherwise objectionable.
- 3.3.10 Indemnification of Owner. The Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the Owner and the employees, officers, Regents, volunteers, and representatives of the Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT

JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

3.3.10.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.10.2 The Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or the Contractor known to the Contractor related to or arising out of the Contractor's activities under this Contract.

3.3.11 Ancillary Areas. The Contractor shall operate and maintain operations and associated storage areas at the Site of the Work in accordance with the following:

3.3.11.1 The Contractor shall confine all Contractor operations, including storage of materials and employee parking upon the Site of the Work, to areas designated by the Owner.

3.3.11.2 The Contractor may erect, at its own expense, temporary buildings that will remain its property. The Contractor shall remove such buildings and associated utility service lines upon completion of the Work, unless the Contractor requests and the Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.11.3 The Contractor shall use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. The Contractor shall not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. The Contractor shall provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage, and shall repair any damage, thereto at the expense of the Contractor.

3.3.11.4 The Owner may restrict the Contractor's entry to the Site to specifically assigned entrances and routes.

3.3.12 Separate Contracts. Additional Contractor responsibilities when the Owner awards separate contracts:

3.3.12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions.

3.3.12.2 The Owner reserves the right to perform operations related to the Project with the Owner's own forces.

3.3.12.3 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by Change Order.

3.3.12.4 ***The Contractor shall cooperate with other contractors employed on the Project by the Owner, including providing access to the Site and project information as requested.***

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

4.1. General Description. ***The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting.***

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The Texas A&M University System has determined that the agency's goals are higher than the State's goals. Therefore, respondents are required to use the following: 11.2% for heavy construction other than building contracts; 26% for all building construction, including general contractors and operative builders contracts; 11% for all special trade construction contracts; 38% for professional services contracts; 11% for all other services contracts; and 44% for commodities contracts.

- 4.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 TAC §20.11-20.28, outline the State's policy to encourage outreach to and potential utilization of HUBs in state contracting opportunities through race, ethnic and gender neutral means.
- 4.1.2 A contractor who contracts with the State in an amount of \$100,000 or more is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 TAC §20.14 by submitting a HUB Subcontracting Plan at the time of bidding and complying with the HUB Subcontracting Plan after it is accepted by the Owner and during the term of the contract.
- 4.2. Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded the Contract in part by complying with the HUB Program statute and rules, hereby covenants to continue to comply with the HUB Program as follows:
 - 4.2.1 Prior to substituting a Subcontractor, promptly notify the Owner in the event a change is required for any reason to the accepted HUB Subcontracting Plan.
 - 4.2.2 Conduct the good faith effort activities required and provide the Owner with necessary documentation to justify approval of a change to the approved HUB Subcontracting Plan.
 - 4.2.3 Cooperate in the execution of a Change Order or such other approval of the change in the HUB Subcontracting Plan as the Contractor and Owner may agree to.
 - 4.2.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB Subcontracting Plan.
 - 4.2.5 Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by the Owner that demonstrates Contractor's performance of the HUB Subcontracting Plan.
 - 4.2.6 Promptly and accurately explain and provide supplemental information to Owner to assist in the Owner's investigation of the Contractor's good faith effort to fulfill the HUB Subcontracting Plan and the requirements under 34 TAC §20.14.

- 4.3. Failure to Demonstrate Good Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good faith effort to fulfill the HUB Subcontracting Plan or any contract covenant detailed above, the Owner may, in addition to all other remedies available to it, report the failure to perform to the Texas Procurement and Support Services under its Vendor Performance and Debarment Program and may bar the Contractor from future contracting opportunities with the Owner.

Article 5. Bonds & Insurance

51. Construction Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.

- 51.1. Performance Bond. A Performance Bond is required if the Contract Sum is in excess of \$100,000. The Performance Bond is solely for the protection of the Owner. The Performance Bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Attorney General of Texas. The Performance Bond shall be effective through the Contractor's warranty period.

- 51.2. Payment Bond. A Payment Bond is required if the Contract Sum is in excess of \$25,000. The Payment Bond is to be for the Contract Sum and is payable to the Owner solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor. The form of the bond shall be approved by the Attorney General of Texas.

- 51.3. Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, on the Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the Owner.

- 51.4. Power of Attorney. Each bond shall be accompanied by a valid power-of-attorney issued by the surety company, attached to the bond, and signed and sealed with the corporate embossed seal, authorizing the attorney in fact who signs the bond to commit the

surety to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

- 51.5. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.
- 51.6. Furnishing Bond Information. Owner shall furnish certified copies of the Payment Bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, § 2253.026.
- 51.7. Claims on Payment Bonds. Claims on Payment Bonds must be sent directly to the Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 51.8. Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the Owner and the Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- 51.9. Sureties. Sureties shall be listed on the US Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570) **and have a rating of A- or better with A.M. Best Company.**
52. Insurance Requirements.

The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The required insurance shall include coverage for Owner's property in the care, custody and control of Contractor prior to construction, during construction and during the warranty

period. The insurance shall be evidenced by delivery to the Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. The Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to the Owner.

5.2.1 The Contractor shall provide and maintain the insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Special Conditions. Failure to maintain insurance coverage, as required, is grounds for Suspension of Work for Cause pursuant to Article 14. The Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated through Substantial Completion notices, acceptance notices and/or other means as deemed appropriate by the Owner.

5.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Owner, and shall include:

5.2.2.1 Workers' Compensation Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to the Owner, and Employer's Liability insurance of not less than:

Coverage	Limit
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for the Owner. No 'alternative' form of insurance will be permitted

5.2.2.2 Commercial General Liability Insurance, including Independent Contractor's liability, Products and Completed Operations and Contractual Liability, covering, but not limited

to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractors) liability for bodily injury and property damage with a combined bodily injury (including death) and property damage minimum limit of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations aggregate
\$1,000,000 personal/advertising injury
\$300,000 damage to rented premises
\$5,000 medical payments

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment-Aggregate Limits of Insurance (Per Project) or its equivalent.

- 5.2.2.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.

*Specific Requirement for Claims-Made Form: Required period of coverage will be determined by the following formula: Continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

If this Contract is for asbestos abatement only, the All-Risk Builder's Risk or All-Risk Installation Floater (e) is not required.

- 5.2.2.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.2.2.5 All Risk Builder's Risk Insurance (or All Risk Installation Floater for instances in which the Project involves solely the installation of equipment). Coverage shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood, Earthquake, Theft and damage resulting from faulty workmanship, design or materials. If Builder's Risk, limit shall be equal to 100 percent of the Contract. If Installation Floater, limit shall be equal to 100 percent of the contract cost. The policy shall be written jointly in the names of the Owner, the Contractor, Subcontractors and, Subcontractors shall be named as additional insured. The policy shall have endorsements as follows:

5.2.2.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.2.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

5.2.2.5.3 Loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear; the right of subrogation under the Builder's Risk policy shall be waived as to the Owner. The Owner shall be named as Loss Payee. For renovation projects or projects that involve portions of work contained within an existing structure, refer to Special Conditions for possible additional Builder's Risk insurance requirements.

5.2.2.6 "Umbrella" Liability Insurance. The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring the Contractor (or Subcontractor) for an amount of not less than the amount specified in the Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall

provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

If the Contract is for asbestos abatement only, the "Umbrella" Excess Liability is not required.

5.2.3 Policies must include the following clauses, as applicable:

5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed until after thirty (30) days prior written notice has been given to the Owner.

5.2.3.2 It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Owner for liability arising out of operations under the Contract with the Owner.

5.2.3.3 The Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner. The additional insured status must cover completed operations as well. This is not applicable to the workers' compensation policy.

5.2.3.4 The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

5.2.4 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The Contractor's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that Contractor agrees to provide Workers' Compensation for the Subcontractors and their employees. The Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The Contractor must retain the certificates of insurance for the duration of the Contract plus 5 years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors.

The Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

- 5.2.5 Workers' Compensation Insurance Coverage must meet the statutory requirements of Tex. Lab. Code, §401.011(44), and those specific to construction projects for public entities as required by Tex. Lab. Code, §406.096.

Article 6. Contract Documents

6.1. Drawings and Specifications

- 6.1.1 Copies Furnished. The Contractor will be furnished one (1) digital copy of Drawings and Specifications free of charge.
- 6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the A/E are to remain A/E's property. These documents are not to be used on any other project, and with the exception of one contract set for each party to the Contract, are to be returned to the A/E, upon request, following completion of the Work.
- 6.1.3 Interrelation of Documents. The Contract Documents as referenced in the agreement between the Owner and the Contractor, are complimentary, and what is required by one shall be as binding as if required by all.
- 6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist between and/or within the Contract Documents, the higher quality, greater quantity, more restrictive, and/or more expensive requirement **shall be required** and shall be the basis of Contractor pricing. The Contractor shall notify the A/E and the ODR for resolution of the issue prior to executing the work in question.
- 6.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to pricing or commencing the Work, the Contractor shall examine and compare the Contract Documents, information furnished by the Owner, relevant field measurements made by the Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.
- 6.1.6 Discrepancies and Omissions in Drawings and Specifications

- 6.1.6.1 The Contractor shall report to the ODR and to the A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
- 6.1.6.2 It is recognized that the Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.
- 6.1.6.3. It is further recognized that the Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm.
- 6.1.6.4 When performing as a Design-Build firm, the Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
- 6.1.6.5 When performing as a Construction Manager-at-Risk, the Contractor has a shared responsibility with the A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, the Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints, but does not establish a liability for design.
- 6.1.6.6 The Contractor has no liability for errors, omissions, or inconsistencies in the Drawings and Specifications unless the Contractor knowingly failed to report a recognized problem to the Owner or the Work is executed under a Design-Build contract as outlined above. Should the Contractor fail to perform the examination and reporting obligations of these provisions, the Contractor is responsible for avoidable costs, direct, and/or consequential damages.
- 6.1.6.7 *The Owner makes no representations, express or implied, about the adequacy or accuracy of the Drawings, Specifications or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any implied warranty that the Construction Documents are adequate, accurate or suitable for their intended use.***

6.2 Requirements for Record Documents.

The Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, contract modifications, and all Project correspondence. The Contractor shall keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. The Contractor shall provide Owner and A/E access to these documents.

621 The Contractor shall maintain the record set of Drawings and Specifications which reflect the "As Constructed" conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. The Contractor shall make available all records prescribed herein for reference and examination by the Owner and its representatives and agents.

622 The Contractor shall update the "As-Constructed" Drawings and Specifications monthly prior to submission of periodic partial pay estimates. Failure to maintain such records constitutes cause for denial of a progress payment otherwise due.

623 Prior to requesting the Substantial Completion Inspection by the ODR and A/E, the Contractor shall furnish the ODR a complete set of the marked up "As-Constructed" set maintained at the Site and one photocopy of same. Concurrently with furnishing these record drawings, the Contractor shall furnish a preliminary copy of each operating and maintenance manual (O&M) required by the Contract Documents, for review by the A/E and the ODR.

624 Once determined acceptable, the Contractor shall provide to Owner mylar prints of professionally drafted "As-Constructed" drawings, along with an electronic copy on CD, "As-Constructed" specifications in bound volume(s) along with an electronic copy on CD, two sets of photocopies or prints of the mylar "As-Constructed" drawings, two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the Contract Documents. ***All electronic copies shall be provided in a format acceptable to the ODR.***

Article 7. Safety

7.1. General. It is the duty and responsibility of the Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law 91-596, 29 U.S.C. §§651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA), and all amendments thereto. The Contractor shall prepare a Safety Plan specific to the Project and submit it to the ODR

and A/E prior to commencing Work. In addition, the Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss, and erect and maintain all necessary safeguards for such safety and protection.

72. Notices. The Contractor shall provide notices as follows:

7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement of their facilities, and with respect to access to their facilities and/or utilities.

7.2.2 Coordinate the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in connection with laws and regulations. Maintain a complete file of MSDS for all materials in use on Site throughout the construction phase and make such file available to the Owner and its agents as requested.

73. Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.

7.3.1 Have authorized agents of Contractor respond immediately upon call at anytime of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.

7.3.2 Give the ODR and A/E prompt notice of all such events.

7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify the Owner within 72 hours of the emergency response event.

7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due the Contractor.

74. Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify the ODR and other parties as may be directed within 24 hours of the event.

- 7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
- 7.4.2 Supply the ODR and A/E with an incident report no later than 36 hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided by Contractor to Owner within one week after occurrence, unless otherwise directed by Owner's legal counsel. Contractor shall provide the ODR with written notification within one week of such catastrophic event if legal counsel delays submission of a full report.
75. Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify the ODR immediately.
- 7.5.1 The Contractor shall bind all Subcontractors to the same duty.
- 7.5.2 Upon receiving such notice, the ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, the ODR will issue a written report to the Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.
- 7.5.3 The Owner may hire third-party contractors to perform any or all such steps.
- 7.5.4 Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, the Owner will make an equitable adjustment to the Contract Sum and/or the Contract Time, and modify the Contract in writing accordingly.
76. Trenching Plan. When the Project requires excavation which either exceeds a depth of four feet, or results in any worker's upper body being positioned below grade level, the Contractor is required to submit a trenching plan to the ODR prior to commencing trenching operations. This plan shall meet or exceed all OSHA 1926 Subpart P Excavation requirements. During trenching operations, the Contractor shall update the trenching plan daily, or when trench conditions change, to identify and remove any potential hazards. The plan shall be maintained by the Contractor's competent person and shall include the soil classification observed, maximum

allowable slopes per 1926 Subpart P Appendices A and B, protective system that will be used for that day's work, any back up data or engineered plans as required for the protective system, and the contact number for the Contractor's competent person.

Article 8. Quality Control

81. Materials & Workmanship. The Contractor shall execute Work in a good and workmanlike manner in accordance with the Contract Documents. The Contractor shall develop and provide a Quality Control Plan specific to this Project and acceptable to the Owner. Where Contract Documents do not specify quality standards, the Contractor shall complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, the Contractor shall incorporate all new materials and equipment into the Work under the Contract.

82. Testing

8.2.1 *Contractor Testing.* The Contractor is responsible for coordinating and paying for all routine and special tests required to confirm compliance with quality and performance requirements of the Contract Documents. This "quality control" testing shall include any particular testing required by the Specifications and the following general tests:

8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.

8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.

8.2.1.3 Routine, preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.

8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.

8.2.2 Owner Testing. The Owner reserves the right to subject materials and systems incorporated into the Project to routine tests as may be specified or as deemed necessary by the ODR or the A/E to insure compliance with the quality and/or performance requirements of the Contract Documents and/or with laws, ordinances, rules, regulations and/or orders of any public authority having jurisdiction. The results

of such “quality assurance” testing will be provided to the Contractor and, to the extent provided, the Contractor may rely on findings.

- 8.2.3 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to the Owner. Results of all tests shall be provided promptly to the ODR, A/E and the Contractor.
- 8.2.4 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the contract requirements, the burden of proving compliance remains with the Contractor. The tests are subject to the following conditions:
- 8.2.4.1 The Contractor’s selected laboratory must be acceptable to the Owner.
- 8.2.4.2 The quality and nature of the tests must be acceptable to the Owner.
- 8.2.4.3 All tests must be taken in the presence of the A/E and/or ODR, or their representatives.
- 8.2.4.4 If tests confirm that the material/systems comply with Contract Documents, the Owner will pay the cost of the test.
- 8.2.4.5 If tests reveal noncompliance, the Contractor will pay the laboratory fees and costs of that particular test and all future tests of that failing Work, necessary to eventually confirm compliance with Contract Documents.
- 8.2.4.6 Proof of noncompliance with the Contract Documents will make the Contractor liable for any corrective action which the ODR determines appropriate, including complete removal and replacement of non-compliant work or material.
- 8.2.5 Notice of Testing. The Contractor shall give the ODR and the A/E timely notice of its readiness and the date arranged so the ODR and A/E may observe such inspection, testing or approval.
- 8.2.6 Test Samples. The Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with the Work Progress Schedule to avoid delay.
- 8.2.7 Covering Up Work If the Contractor covers up any Work without providing the Owner an opportunity to inspect, the Contractor shall, if

requested by the ODR, uncover and recover the Work at Contractor's expense.

8.3 Submittals

8.3.1 Contractor's Submittals. The Contract shall submit with reasonable promptness consistent with the Work Project Schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, the Contractor shall review each submittal for compliance with the Contract Documents and certify its approval by an approval stamp affixed to each copy. Submittal data presented without the Contractor's certification will be returned without review or comment, and any delay resulting from such certification is the Contractor's responsibility.

8.3.1.1 Within twenty-one (21) calendar days of the effective date of the Notice to Proceed with construction, the Contractor shall submit to the ODR, and the A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by the A/E and Owner. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials samples, materials colors, guarantees, and all other items identified throughout the Specifications.

8.3.1.2 The Contractor shall indicate the type of item, contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from the A/E and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. The Contractor shall show and allow a minimum of thirty (30) calendar days duration after receipt by the A/E and ODR for review and approval. If re-submittal is required, allow a minimum of an additional fifteen (15) calendar days for review. Submit the updated submittal register with each request for progress payment. The Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. ***Failure to update and provide the submittal schedule/register as required shall constitute cause for Owner to withhold payment otherwise due.***

- 8.3.1.3 The Contractor shall coordinate the submittal register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. The Contractor shall revise and/or update both schedules monthly to ensure consistency and current project data. The Contractor shall provide to the ODR the updated submittal register and schedule with each application for progress payment. The Contractor shall refer to the requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the submittal register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.
- 8.3.1.4 By submitting Shop Drawings, Samples or other required information, the Contractor represents and certifies that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.
- 8.3.2 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract unless the Contractor informs the A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains the **A/E's and** Owner's written specific approval of the particular deviation.
- 8.3.3 Correction and Resubmission. The Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. When applicable, the Contractor shall direct attention of the A/E and the ODR in writing to any new revisions other than the corrections requested on previous submissions.
- 8.3.4 Limits on Shop Drawing Approvals. The Contractor shall not commence any Work requiring a submittal until approval of the submittal. The Contractor shall construct all such work in accordance

with approved submittals. Approval of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. The A/E's and ODR's approval, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

8.3.5 No Substitutions Without Approval. The ODR and the A/E may receive and consider the Contractor's request for substitution when the Contractor agrees to reimburse the Owner for review costs and satisfies 8.3.5.1, 8.3.5.2, and 8.3.5.3 in combination with one or more of the items in 8.3.5.4 through 8.3.5.11 of the following conditions, as determined by the Owner. If the Contractor does not satisfy these conditions, the ODR and A/E will return the request without action except to record noncompliance with these requirements. The Owner will not consider the request if the Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly.

8.3.5.1 The Contract Documents do not require extensive revisions.

8.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of the A/E and do not result in an increase in cost to the Owner.

8.3.5.3 The request is timely, fully documented, and properly submitted.

8.3.5.4 The Contractor cannot provide the specified product, assembly or method of construction within the Contract Time.

8.3.5.5 The request directly relates to an "or-equal" clause or similar language in the Contract Documents.

8.3.5.6 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents.

8.3.5.7 The requested substitution offers the Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities the Owner must assume.

- 8.3.5.8 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and the ODR can approve the requested substitution.
 - 8.3.5.9 The Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and the Contractor certifies that the substitution will overcome the incompatibility.
 - 8.3.5.10 The Contractor cannot coordinate the specified product, assembly or method of construction with other materials and the Contractor certifies it can coordinate the proposed substitution.
 - 8.3.5.11 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and the Contractor certifies that the proposed substitution provides the required warranty.
- 8.3.6 Unauthorized Substitutions at Contractor's Risk. The Contractor is financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified. The Contractor shall reimburse the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

- 8.4.1 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.
 - 8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer/finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the project scope shall not be required.
 - 8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to the ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by the Owner.
 - 8.4.1.3 The Contractor shall include field mock-ups in their Work Progress Schedule and shall notify the ODR and A/E of

readiness for review sufficiently in advance to coordinate review without delay.

8.5 Inspection During Construction.

8.5.1 The Contractor shall provide sufficient, safe, and proper facilities, including equipment, as necessary for safe access at all reasonable times for observation and/or inspection of the Work by the Owner and its agents.

8.5.2 The Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner and its agents an opportunity to perform an inspection of the Work.

8.5.2.1 Should corrections of the Work be required for approval, the Contractor shall not cover up corrected Work until the Owner indicates approval.

8.5.2.2 The Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to the ODR of the anticipated need for a cover-up inspection. Should the ODR fail to make the necessary inspection within the agreed period, the Contractor may proceed with cover up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

9.1. Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for the Date of Commencement (Start Date) and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, and Final Completion within thirty (30) days following Substantial Completion or as otherwise agreed to in writing will cause damage to the Owner and may subject the Contractor to Liquidated Damages as provided in Article 9.11.

9.2. Notice to Proceed. The Owner will issue a Notice to Proceed which shall state the dates for beginning Work (the Date of Commencement) and for achieving Substantial Completion and Final Completion of the Work.

9.3. Work Progress Schedule. Refer to Special Conditions and Division 1 General Administration Specifications for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit to the ODR and the A/E its initial Work Progress Schedule for the Work in

relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be based upon a computerized Critical Path Method (CPM) with full reporting capability. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, and acceptance of all the Work of the Contract. When acceptable to the Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the contract duration.

9.3.1 Schedule Requirements. The Contractor shall submit an electronic and a paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of the Contractor's actual plans for its completion. The Contractor shall organize and provide adequate detail so the Work Progress Schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 The Contractor shall re-submit initial Schedule as required to address review comments from A/E and ODR until such Schedule is accepted as the Baseline Schedule.

9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.

9.3.2 Schedule Updates. The Contractor shall update the Work Progress Schedule and the Submittal Schedule monthly, as a minimum, to reflect progress to date and current plans for completing the Work, and submit a paper and electronic copy of the update to the A/E and ODR as directed. The Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. The Contractor shall show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. The Contractor may revise the Progress Schedule logic only with the Owner's concurrence when in the Contractor's judgment it becomes necessary for the management of the Work. The Contractor shall identify all proposed changes to the schedule logic to the Owner and to the A/E via an Executive Summary accompanying the updated schedule for review prior to implementation of revisions.

- 9.3.3 The Work Progress Schedule is for the Contractor's use in managing the Work, and submittal of the Schedule and successive updates or revisions, is for the information of the Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. The Owner's acceptance of a schedule, schedule update or revision, constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule.
- 9.3.3.1 Acceptance of the Work Progress Schedule, or an update and/or revision thereto does not indicate any approval of the Contractor's proposed sequences and duration.
- 9.3.3.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute the Owner's consent, alter the terms of the Contract, or waive either the Contractor's responsibility for timely completion or the Owner's right to damages for the Contractor's failure to do so.
- 9.3.3.3 The Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion date(s) and Contract Time.
- 9.4. Ownership of Float. Unless indicated otherwise in the Contract Documents, the Contractor shall develop the Work Progress Schedule and its execution plan to provide a minimum of 10 percent total float at the project level at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of the Contractor or the Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.
- 9.5. Completion of Work. The Contractor is accountable for completing the Work in the time stated in the Contract, or as otherwise amended by Change Order.
- 9.5.1 If, in the judgment of the Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the Owner, shall immediately take action to increase the rate of work placement by:
- 9.5.1.1 An increase in working forces.
- 9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expediting delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 Within ten (10) calendar days after such notice from the ODR, the Contractor shall notify the ODR in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the Project. Should the ODR deem the plan of action inadequate, the Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with the ODR's approval.

9.6 Modification of the Contract Time

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 When a delay defined herein as excusable prevents the Contractor from completing the Work within the Contract Time, the Contractor is entitled to an extension of time. The Owner will make an equitable adjustment and extend the number of calendar days lost because of excusable delay, as measured by the Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project completion date.

9.6.2.1 "A Weather Day" is a day on which the Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent the Contractor from performing seven continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable non-compensatory delays. When weather conditions at the Site prevent Work from proceeding, the Contractor shall immediately notify the ODR for confirmation of the conditions. At the end of each calendar month, the Contractor shall submit to the ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by the ODR, any time extension granted will be issued by Change Order **for those weather days during that month which exceed the number expected, as shown in the Rainfall**

Table located in Special Conditions. If the Contractor and Owner cannot agree on the time extension, the Owner may issue a Unilateral Change Order for a fair and reasonable time extension.

9.6.2.2 Excusable Delay. The Contractor is entitled to an equitable adjustment of time, issued via Change Order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design which the A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site which the A/E corrects by means of changes to the Drawings and Specifications or for which the ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that affect activities identified in the Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by the ODR or the A/E.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of the Contractor.

9.6.2.2.5 Suspension of Work for convenience of the ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.3 The Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of the Contractor's schedule. In the event that the Contractor incurs additional direct costs because of the delay, they are to be determined pursuant to the provisions of Article 11.

9.7 No Damages for Delay. *The Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including without limitation any act or omission of the Owner.*

9.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not

designated as excusable, the Contractor may not be entitled to a time extension for the period of concurrent delay.

9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by the Owner shall be included with the Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by paragraph 9.6.2.1 above. If the Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, it shall give the ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) calendar days after the onset of the event or circumstance giving rise to the delay. The Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one **notice of delay** is necessary. The Contractor shall state claims for extensions of time in numbers of whole or half calendar days.

9.9.1 Within ten (10) calendar days after the cessation of the delay, the Contractor shall formalize its request for extension of time in writing to include a full analysis of the impact of the delay on the Work Progress Schedule and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.

9.9.2 No extension of time releases the Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such bond. Those obligations remain in full force until the discharge of the Contract.

9.9.3 Contents of Time Extension Requests. The Contractor shall provide with each time extension request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. The Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.9.3.1 The nature of the delay and its cause; the basis of the Contractor's claim of entitlement to a time extension.

9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in the Contractor's Work Progress Schedule, and any concurrent delays.

9.9.3.3 Description and documentation of steps taken by the Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

9.9.4 Owner's Response. The Owner will respond to the Time Extension Request by providing to the Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by the Contractor.

9.9.4.1 The Owner will not grant time extensions for delays that do not affect the Contract Completion Date.

9.9.4.2 The Owner will respond to each properly submitted Time Extension Request within fifteen (15) calendar days following receipt. If the Owner cannot reasonably make a determination about the Contractor's entitlement to a time extension within that time, the Owner will notify the Contractor in writing. Unless otherwise agreed by the Contractor, the Owner has no more than fifteen (15) additional calendar days to prepare a final response. If the Owner fails to respond within forty-five (45) calendar days from the date the Time Extension Request is received, the Contractor is entitled to a time extension in the amount requested.

9.10 Failure to Complete Work Within the Contract Time. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The Contractor's failure to substantially complete the Work within the Contract Time or to achieve Final Completion as required will cause damage to the Owner. These damages are liquidated by agreement of the Contractor and the Owner, as set forth in Article 9.11 below.

9.11 Liquidated Damages. ***For each consecutive calendar day after the date of Substantial Completion, plus any extensions of time granted by Change Order, that the Work is not substantially completed, Contractor shall pay to Owner, within ten (10) days following written demand, an amount determined by the following schedule:***

<u>From</u>	AACC	<u>To</u>	<u>Liquidated Damages</u>
			<u>per day</u>
\$1,000,000		\$14,999,999.99	\$ 2,500
\$15,000,000		\$29,999,999.99	\$ 5,000
\$30,000,000		\$44,999,999.99	\$ 7,500
\$45,000,000		\$59,999,999.99	\$10,000
\$60,000,000		\$69,999,999.99	\$12,500
\$70,000,000		\$79,999,999.99	\$15,000
\$80,000,000		\$99,999,999.99	\$17,500
\$100,000,000 and over			\$20,000

not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that Owner will sustain for late completion. Owner may also recover the liquidated damages from any money due or that becomes due Contractor. The amount of liquidated damages may be adjusted by Owner in Special Conditions.

The parties stipulate and agree that the actual damages sustained by Owner for late completion of the Project will be uncertain and difficult to ascertain, that calculating Owner's actual damages would be impractical, unduly burdensome, and cause unnecessary delay, and that the amount of daily liquidated damages set forth above is a reasonable estimate.

Payment of the liquidated damages does not preclude recovery by Owner of other damages or losses under other provisions of the Contract, except for claims related to delays in Substantial Completion or Final Completion. Owner's right to receive liquidated damages shall not affect Owner's right to terminate the Contract as provided in these UGSC or elsewhere in the Contract Documents, nor shall termination of the Contract release Contractor from the obligation to pay the liquidated damages.

Article 10. Payments

10.1. Schedule of Values. The Contractor shall submit to the ODR and the A/E for acceptance a Schedule of Values, or Work Breakdown, accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and using the same activity names and terms as the Work Progress Schedule. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by the ODR, and submitted not less than twenty-one calendar (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include costs for general conditions, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract Sum. As appropriate, the Contractor shall assign labor and/or material values to each item, the subtotal thereof equaling the value of the Work in place when complete.

10.1.2 The Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement

that the worksheets are true and complete copies of the documents used to prepare the bid or proposal, and, make the worksheets available to the ODR at the time of Contract execution. Thereafter the Contractor shall grant the Owner during normal business hours access to said notarized copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.

10.2. Progress Payments. The Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on site, or as otherwise agreed to by the Owner and the Contractor. Payment is not due until receipt by the ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Special Conditions or Division 1 Specifications, and certified by the A/E. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. The Owner will not process progress payment applications for Change Order work until all parties execute the Change Order.

10.2.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to the A/E and the ODR a complete, clean copy of a preliminary pay worksheet or Preliminary Pay Application, to include the following:

10.2.1.1 The Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values.

10.2.1.2 An updated Work Progress Schedule including the Executive Summary and all required schedule reports.

10.2.1.3 HUB Subcontracting Plan reports.

10.2.1.4 Such additional documentation as Owner may require as set forth elsewhere in the Contract Documents.

10.2.2 Contractor's Application for Progress Payment. As soon as practicable, but in no event later than seven days after receipt of the Preliminary Pay Worksheet, the A/E and ODR will meet with the Contractor to review the Preliminary Pay Worksheet and to observe the condition of the Work. Based on this review, the ODR and the A/E may require modifications to the Preliminary Pay Worksheet prior to the submittal of an application for progress payment, and will promptly notify the Contractor of revisions necessary for approval. As soon as practicable, the Contractor shall submit its Invoice on the appropriate and completed form, reflecting the required modifications

to the Schedule of Values required by the A/E and/or ODR. The Contractor shall attach all additional documentation required by the ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with the Contractor's invoice are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No invoice is complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.

- 10.2.3 Certification by A/E. Within five days or earlier following the A/E's receipt of the Contractor's formal invoice, the A/E will review the application for progress payment for completeness, and forward to the ODR. The A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Invoice is incomplete, the Contractor shall make the required corrections and resubmit the Invoice for processing.
- 10.3 Owner's Duty to Pay. The Owner has no duty to pay the Contractor except on receipt by the ODR of: 1) a complete Invoice certified by the A/E, and 2) the Contractor's updated Work Progress Schedule, and 3) confirmation that the Contractor's as-built documentation at the Site is kept current.
- 10.3.1 Payment for stored materials and/or equipment confirmed by the Owner and A/E to be on-site or otherwise properly stored is limited to 85 percent of the invoice price or 85 percent of the scheduled value for the materials or equipment, whichever is less.
- 10.3.2 Retainage. The Owner will withhold from each progress payment, as retainage, 5 percent of the total earned amount, or the amount authorized by law. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Government Code, subchapter B.
- 10.3.2.1 The Contractor shall provide written consent of its Surety for any request for reduction or release of retainage.
- 10.3.2.2 At least sixty-five (65) percent of the total Contract must be completed before the Owner can consider a retainage reduction or release.
- 10.3.2.3 After Substantial Completion Owner will release retainage in proportion to the amount of Work completed in Owner's opinion in the Project. All remaining retainage due the Contractor will be released with the Final Payment at Final Completion of the Project.
- 10.3.2.4 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any

percentage greater than that withheld in its Contract with Owner under this subsection.

10.3.3 Price Reduction to Cover Loss. The Owner may reduce any Periodic Invoice, or application for Progress Payment, prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor including, but not limited to:

10.3.3.1 Defective or incomplete Work not remedied.

10.3.3.2 Damage to Work of a separate Contractor.

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time.

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents.

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum.

10.3.3.6 Assessment of fines for violations of Prevailing Wage Rate law; or

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to the Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve the Contractor of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance of the entire Work, or the restoration of any damaged Work, or waive the right of the Owner to require the fulfillment of all the terms of the Contract.

10.4 Progress payments to the Contractor do not release the Contractor or its surety from any obligations under the Contract.

10.4.1 Upon the Owner's request, the Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to the Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by the Contractor.

10.4.3 The Contractor shall provide copies of bills of lading, invoices,

delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when the Owner's representative approves the application for payment.

10.5 Off-Site Storage. With prior approval by the Owner and in the event Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by the Owner.

10.5.1 Store materials in a Bonded Commercial Warehouse.

10.5.2 Provide separate Insurance Coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the Owner must be filed with the Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. The Owner's Inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Project if they do not meet Contract requirements regardless of any previous progress payment made.

10.5.6 With each monthly payment estimate, submit a report to the ODR, A/E, and Inspector listing the quantities of materials already paid for and still stored in the off-site location.

10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.

10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by the ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

Article 11. Changes

11.1. Change Orders. A Change Order issued after execution of the Contract is a written order to the Contractor, signed by the ODR, the Contractor, and the A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. The ODR may issue written authorization for the Contractor to proceed with work of a Change Order in advance of final execution by all parties. ***In the absence of an agreement with the Contractor on a Change Order, the Owner may issue a Unilateral Change Order that will have the full force and effect of a contract modification. The issuance of a Unilateral Change Order does not prejudice the Contractor's rights to make claims or to appeal disputed matters under terms of the Contract.***

11.1.1 The Owner, without invalidating the Contract, ***and without prior approval of the surety***, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order.

11.1.2 It is recognized by the parties hereto and agreed by them that the Drawings and Specifications may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Drawings and Specifications, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of contract, *quantum meruit*, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, whether direct, consequential or otherwise in any wise incident to, arising out of, or resulting directly or indirectly from the work performed by Contractor under such Change Order.

- 11.1.3 Procedures for administration of Change Orders shall be established by the Owner and stated elsewhere in the Contract Documents.
- 11.1.4 Except as provided above, no order, oral statement, or direction of the Owner or his duly appointed representative shall be treated as a change under this article or entitle the Contractor to an adjustment.
- 11.1.5 The Contractor agrees that the Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of the Contractor. Further, the Contractor agrees to include in all its subcontracts a provision to the effect that the Subcontractor agrees that the Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from this Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.
- 11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted as provided in the Special Conditions or as agreed to by the parties and incorporated into the Change Order.
- 11.3 Claims for Additional Costs
- 11.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, it shall give the Owner and the A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but, in any case before proceeding to execute the work considered to give rise to the additional cost or time, except in an emergency endangering life or property in which case the Contractor shall act in accordance with Article 7.2.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

- 11.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: 1) any written interpretation of the Contract Documents, 2) any order by the Owner to stop the Work pursuant to Article 14 where the Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Article 11.4, the Contractor shall make such claim as provided in Article 11.3.1.
- 11.3.3 Should the Contractor or its Subcontractors fail to call attention of the A/E to obvious discrepancies or omissions in the Bid/Proposal Documents during the pre-bid/pre-proposal period, but claim additional costs for corrective work after contract award, the Owner may assume intent to circumvent competitive bidding for necessary corrective work. In such case, the Owner may choose to let a separate contract for the corrective work, or issue a Unilateral Change Order to require performance by the Contractor. Claims for time extensions or for extra cost resulting from delayed notice of contract document discrepancies or omissions will not be considered by the Owner.
- 11.4. Minor Changes. The A/E, with concurrence of the ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which the Contractor shall carry out promptly and record on as-built record documents.
- 11.5. Concealed Site Conditions. If, in the performance of the Contract, subsurface, latent or concealed conditions at the Site are found to be materially different from the information included in the bid/proposal documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in work of the character shown and specified, the ODR and the A/E shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, the A/E, with the approval of the ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of the ODR.
- 11.6. Extension of Time. All Changes to the Contract Time shall be made as a consequence of requests as required under Article 9.6, and as documented by Change Order as provided under Article 11.1.
- 11.7 Administration of Change Orders. All changes in the Contract shall be administered in accordance with procedures approved by the Owner, and

when required make use of such electronic information management system(s) as the Owner may employ.

- 11.7.1 Routine changes in the Contract shall be formally initiated by the **ODR, Contractor or** A/E by means of a contract change form detailing requirements of the proposed change for pricing by the Contractor. This action may be preceded by communications between the Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by the Contractor. Except for emergency conditions described below, approval of the Contractor's cost proposal by the Owner will be required for authorization to proceed with the Work being changed. The Owner will not be responsible for the cost of work changed without prior approval and the Contractor may be required to remove work so installed.
- 11.7.2 All proposed costs for change order work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by the A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by the ODR. Contractor shall provide written response to a Contract Revision within twenty-one (21) calendar days of receipt.
- 11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by **written** communication and authorization between the Contractor and Owner. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, the ODR may authorize the use of detailed cost records of such Work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 11.7.4 Emergency changes to save life or property may be initiated by the Contractor alone (see Article 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.
- 11.7.5 The method of incorporating approved change orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to the ODR.

11.8 Pricing Change Order Work. The amounts that the Contractor and/or its Subcontractors add to a Contract Change for profit and overhead will also be considered by the Owner before approval is given and a Change Order issued. The amounts established hereinafter are the maximums that are acceptable to the Owner.

11.8.1 For work performed by its forces, the Contractor will be allowed its actual costs for materials, **equipment charges**, the total amount of wages paid for labor, the total cost of Federal Old Age Benefit (Social Security Tax) and for Worker's Compensation and Comprehensive General Liability Insurance, plus Bond cost if the change results in an increase in the Bond premium paid by the Contractor. To the total of the above costs, the Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include insurance other than mentioned above, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens and general home office expenses, and no separate allowance will be made therefore. Allowable percentages for overhead and profit on changes will not exceed 15 percent if the total of self-performed work is less than or equal to \$10,000, 10 percent if the total of self-performed work is between \$10,000 and \$20,000 and 7.5 percent if the total of self-performed work is over \$20,000, for any specific change priced.

11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's work, all subcontractor costs shall be combined, and to that total subcontractor cost the Contractor will be allowed to add a maximum mark-up of 10 percent if the total of all subcontracted work is less than or equal to \$10,000, 7.5 percent if the total of all subcontracted work is between \$10,000 and \$20,000 and 5 percent if the total of all subcontractor work is over \$20,000.

11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. The Owner does not accept and will not pay for additional contract cost identified as indirect, consequential, or as damages caused by delay.

11.8.4 On contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Build Firm shall NOT be entitled to a percentage mark-up on any change order work unless the Change Order increases the Guaranteed Maximum Price.

Article 12. Project Completion and Acceptance

12.1. Closing Inspections

12.1.1 Substantial Completion Inspection. When the Contractor considers the entire Work or part thereof Substantially Complete, it shall notify the ODR in writing that the Work will be ready for Substantial Completion Inspection on a specific date. The Contractor shall include with this notice the Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, has corrected items where possible, and includes all items scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the facility from being used as intended, the Contractor shall not request a Substantial Completion Inspection. The Owner and its representatives will review the list of items and schedule the requested inspection, or inform the Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on the Contractor's list.

12.1.1.1 Prior to the Substantial Completion Inspection, the Contractor shall furnish a copy of its marked-up As-Built Drawings and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications or parts for all installed equipment, systems and like items. Delivery of these items is a prerequisite for requesting the Substantial Completion Inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the open items list, the A/E, ODR, the Contractor and other Owner representatives as determined by the Owner, will jointly attend the Substantial Completion Inspection, which shall be conducted by the ODR or their delegate. If the ODR determines that the Work is Substantially Complete, the ODR will issue a Certificate of Substantial Completion to be signed by the A/E, Owner and Contractor, establishing the date of Substantial Completion, **and identifying responsibilities for security, maintenance, and insurance.** A/E will provide with this certificate a list of punchlist items (the Pre-Final Punchlist) for completion prior to final inspection. This list may include items in

addition to those on the Contractor's punchlist, which the inspection team deems necessary to correct or complete prior to Final Inspection. If the Owner occupies the facility upon determination of Substantial Completion, the Contractor shall complete all corrective Work at the convenience of the Owner, without disruption to Owner's use of the facility for its intended purposes.

12.1.2 Final Inspection. The Contractor shall complete the list of items identified on the Pre-Final Punchlist prior to requesting a Final Inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, the Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the Pre-Final Punchlist work, the Contractor shall give written notice to the ODR and A/E that the Work will be ready for Final Inspection on a specific date. The Contractor shall accompany this notice with a copy of the updated Pre-Final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, the ODR, A/E and the Contractor will inspect the Work. The A/E will submit to the Contractor a Final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 The Contractor must correct or complete all items on the Final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the Final Punchlist. Upon completion of the Final Punchlist, the Contractor shall notify the A/E and ODR in writing stating the disposition of each Final Punchlist item. The A/E, Owner and Contractor shall promptly inspect the completed items. When the Final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents the ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to the Contractor's right to receive Final Payment.

12.1.3 Annotation. Any certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by the Owner.

12.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and competent

fashion, in compliance with the Contract. Work accepted with incomplete punchlist items or failure of the Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of the Owner's rights under the Contract or relieve the Contractor of its responsibility for performance or warranties.

12.1.5 Additional Inspections

12.1.5.1 If the Owner's inspection team determines that the Work is not Substantially Complete at the Substantial Completion Inspection, the ODR or A/E will give the Contractor written notice listing cause(s) of the rejection. The ODR will set a time for completion of incomplete or defective work. The Contractor must complete or correct all work so designated prior to requesting a second Substantial Completion Inspection.

12.1.5.2 If the Owner's inspection team determines that the Work is not complete at the Final Inspection, the ODR or the A/E will give the Contractor written notice listing the cause(s) of the rejection. The ODR will set a time for completion of incomplete or defective work. The Contractor shall complete or correct all Work so designated prior to again requesting a Final Inspection.

12.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion Inspection, the Final Completion Inspection, and the Inspection of Completed Final Punchlist Items. The cost to the Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of the Contractor. The Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, the Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion Inspection is not corrective work for purposes of determining timely completion, or assessing the cost of additional inspections.

12.1.6 Phased Completion. The Contract may provide, or project conditions may warrant, as determined by the ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to Closing Inspections, Occupancy

and Acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 Owner's Right of Occupancy. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should the Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, the ODR will notify the Contractor in writing. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for purposes of this Article. All Work performed by the Contractor after occupancy, whether in part or in whole, shall be at the convenience of the Owner so as to not disrupt Owner's use of, or access to, occupied areas of the Project.

12.3 Acceptance & Payment

12.3.1 Request for Final Payment. Following the certified completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified Application for Final Payment. The Contractor must include in the Application of Final Payment all sums held as retainage and forward to the A/E and the ODR for review and approval.

12.3.2 Final Payment Documentation. The Contractor shall submit, prior to or with the Application for Final Payment, final copies of all Close-Out Documents, maintenance and operating instructions, guarantees and warranties, certificates, record documents and all other items required by the Contract. The Contractor shall submit Consent of Surety to Final Payment and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. The Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. The Contractor may not subsequently submit a claim on behalf of a Subcontractor or vendor unless the Contractor's affidavit notes that claim as an exception.

12.3.3 A/E Approval. The A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its

receipt. Prior to the expiration of this deadline, the A/E will either 1) return the Application for Final Payment to Contractor with corrections for action and resubmission or 2) accept it, note its approval and send to Owner.

12.3.4 Offsets and Deductions. The Owner may deduct from the Final Payment all sums due from the Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or any defects not remedied, the Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, the Owner will identify each deduction, the amount, and the explanation of the deduction on or by the 21st day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a Unilateral Change Order as may be applicable.

12.3.5 Final Payment Due. Final Payment is due and payable by the Owner, subject to all allowable offsets and deductions, on the 31st day following the Owner's approval of the final Application for Payment. If the Contractor disputes any amount deducted by the Owner, the Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by the Owner, relating to the condition of the Work except those arising from:

12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects); and/or

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents; and/or

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; and/or

12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for Final Payment.

12.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

Article 13. Warranty and Guarantee

13.1. Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by the Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.

13.2. Warranty Period. Except as may be otherwise specified or agreed, the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

13.3. Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

13.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.

13.3.2 Normal wear and tear under normal usage after acceptance of the Work by the Owner.

13.4. Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents

or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

- 13.4.1 Observations by Owner and/or A/E;
 - 13.4.2 Recommendation to pay any progress or final payment by A/E;
 - 13.4.3 The issuance of a Certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - 13.4.4 Use or occupancy of the Work or any part thereof by Owner;
 - 13.4.5 Any acceptance by Owner or any failure to do so;
 - 13.4.6 Any review of a Shop Drawing or Sample submittal; or
 - 13.4.7 Any inspection, test or approval by others.
- 13.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the Warranty Period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and the Contractor. The ODR will certify the date of service commencement in the Certificate of Substantial Completion.
- 13.5.1 In addition to the Contractor's warranty and duty to repair, the Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
 - 13.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to the Owner on all elements of the required warranty not provided by the assigned warranty.
- 13.6 Correction of Defects. Upon receipt of written notice from the Owner, or any agent of the Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to the Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to

in writing, the Owner may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

- 13.7 Certification of No Asbestos Containing Materials or Work. The Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99 (7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to the Owner that all equipment and materials used in fulfillment of its contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than the Contractor's application for Final Payment.

Article 14. Suspension and Termination

- 14.1 Suspension of Work for Cause. The Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, the Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.

14.1.1 The Owner will give the Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, the Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, the Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.

14.1.2 If it is confirmed that the cause was within the control of the Contractor, the Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of the Contractor, and the suspension has prevented the Contractor from completing the Work within the Contract Time, the suspension is an Excusable Delay and a Time Extension will be granted through a Change Order.

14.1.3 Suspension of work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.

- 14.2 Suspension of Work for Owner's Convenience. Upon seven (7) calendar days written notice to the Contractor, the Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty days for its own convenience. The Owner will give the Contractor a written notice of suspension for convenience, which sets forth

the number of suspension days for which the Work, or any portion of it, will be suspended and the date on which the suspension of Work will cease. When a suspension prevents the Contractor from completing the Work within the Contract Time, it is an Excusable Delay. A notice of suspension for convenience may be modified by the Owner at any time on seven (7) calendar days written notice to the Contractor. If the Owner suspends the Work for its convenience for more than sixty (60) consecutive calendar days, the Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

14.3 Termination by Owner for Cause.

14.3.1 The Owner may, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, under any of the following circumstances:

- 14.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials; and/or
- 14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including the ODR; and/or
- 14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to insure its completion within the time, or any approved extension thereof, specified in this Contract; and/or
- 14.3.1.4 Failure to remedy defective work condemned by the ODR; and/or
- 14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code Chapter 2251; and/or
- 14.3.1.6 Persistent endangerment to the safety of laborers or of the Work; and/or
- 14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract; and/or
- 14.3.1.8 Any material breach of the Contract; and/or

- 14.3.1.9 The Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.
- 14.3.2 Failure by the Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
- 14.3.3 Should the Owner decide to terminate the employment of the Contractor under the provisions of Article 14.3.1, it will provide to the Contractor and its Surety thirty (30) days prior written notice.
- 14.3.4 Should the Contractor or its Surety, after having received notice of termination, remedy to the satisfaction of the Owner the condition(s) upon which the notice of termination was based, the notice of termination shall be rescinded in writing by the Owner. If so rescinded, the Work may continue without an extension of time.
- 14.3.5 If the Contractor or its Surety fails to remedy the condition(s) to the satisfaction of the Owner within thirty (30) days following receipt of notice, the Owner may **immediately terminate the Contract, make arrangements** for completion of the Work, and deduct the cost of completion from the unpaid Contract Sum.
- 14.3.5.1 Cost of completion includes additional Owner costs such as A/E services, the cost of other consultants, and contract administration.
- 14.3.5.2 The Owner will make no further payment to the Contractor or its Surety until all costs of completing the Work are paid. If the unpaid balance of the Contract Sum exceeds the costs of administering and finishing the Work, the Contractor will receive the excess funds. If such costs exceed the unpaid balance, the Contractor or its Surety will pay the difference to the Owner.
- 14.3.5.3 This obligation for payment survives the termination of the Contract.
- 14.3.5.4 The Owner reserves the right in termination for cause to take assignment of all contracts between the Contractor and its Subcontractors, vendors and suppliers. The ODR will promptly notify the Contractor of the contracts the Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

14.4 Termination for Convenience of Owner. The Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

14.4.1 The Owner will immediately notify the Contractor and the A/E in writing, specifying the reason for and the effective date of contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

14.4.2 Upon receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

14.4.2.1 Stop all work.

14.4.2.2 Place no further subcontracts or orders for materials or service.

14.4.2.3 Terminate all subcontracts.

14.4.2.4 Cancel all materials and equipment orders as applicable.

14.4.2.5 Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.

14.4.3 When the Contract is terminated for the Owner's convenience, the Contractor may recover from the Owner payment for all Work executed ***before the notice of termination along with the actual and reasonable cost of any additional work required to secure the Project and property related to the Contract following the notice of termination. The Contractor will not be entitled to recover any other costs or damages arising from the termination for convenience of the Owner including, but not limited to, claims for lost business opportunities.***

14.5 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon thirty (30) additional days' written notice to

the ODR, terminate the Contract and recover from the Owner payment for all Work executed **before the work stoppage along with the actual and reasonable cost of securing the Project and property related to the Contract during the period of work stoppage. The Contractor will not be entitled to recover any other costs or damages arising from the work stoppage including, but not limited to, claims for lost business opportunities.** If the cause of the work stoppage is removed prior to the end of the thirty (30) day notice period, the Contractor may not terminate the Contract ***but may be entitled to an equitable adjustment in the Contract Sum and Contract Time.***

- 14.6 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to 180 days after the effective date of termination, the Contractor shall submit a final termination settlement proposal to the Owner based upon recoverable costs as provided under the Contract. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and pay the determined amount to the Contractor.

Article 15. Dispute Resolution

- 15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by the Owner and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor, that is not resolved under procedures described throughout these Uniform General and Supplementary Conditions, or Special Conditions of the Contract.

- 15.2 Alternative Dispute Resolution Process. The Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

- 15.3 Nothing in the Contract shall prevent or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.***

- 15.4 Nothing in the Contract shall waive or be construed to waive the state's sovereign immunity.***

Article 16. Miscellaneous

- 16.1 Special Conditions. When the Work contemplated by the Owner is of such a character that the foregoing Uniform General and Supplementary Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Special Conditions. Special Conditions shall relate to a particular project and be

peculiar to that project but shall not weaken the character or intent of the Uniform General and Supplementary Conditions.

16.2 Federally Funded Projects. On Federally funded projects, the Owner may waive, suspend or modify any Article in these Uniform General and Supplementary Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the Owner of such Federal funds for the Project. In the case of any project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

16.3 Internet-based Project Management Systems. At its option, the Owner may administer its design and construction management through an Internet-based management system. In such cases, the Contractor shall conduct communication through this media and perform all project related functions utilizing this database system. This includes correspondence, submittals, requests for information, vouchers or payment requests and processing, amendment, change orders and other administrative activities.

16.3.1 Accessibility and Administration.

16.3.1.1 When used, the Owner will make the software accessible via the Internet to all project team members.

16.3.1.2 The Owner shall administer the software.

16.3.2 Training. When used, the Owner shall provide training to the project team members.

16.4 Public Information. Contractor acknowledges that Owner is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon Owner's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to Owner in a non-proprietary format acceptable to Owner. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Owner has a right of access.

Contractor acknowledges that Owner may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

END OF UNIFORM GENERAL AND SUPPLEMENTARY CONDITIONS

**THE TEXAS A&M UNIVERSITY SYSTEM
SUPPLEMENTAL INSTRUCTIONS FOR COMPETITIVE SEALED PROPOSALS**

These "Supplemental Instructions for Competitive Sealed Proposals," amend and supplement the "Instructions for Competitive Sealed Proposals" and shall govern in the event of any conflict with the "Instructions for Competitive Sealed Proposals."

1.0 PROPOSAL DOCUMENTS:

- 1.1. Drawings and Specifications have been prepared by the architectural/engineering (A/E) firm of PDG Architects. Documents include Drawings and Specifications dated 7/15/2022.
- 1.2. Information inquiries regarding the Competitive Sealed Proposals (CSP) method of procurement should be directed to Will Hobart, Director of Procurement & Disbursements, Texas A&M University-Corpus Christi, 361-825-2616.
- 1.3. Inquiries regarding the technical aspects of the Drawings, Specifications and other CSP documents should be directed to AGCM, Lawrence Gaertner, 361-548-4419.

2.0 PROPOSAL DEADLINE AND REQUIRED SUBMITTALS:

- 2.1. Proposals will be received by the Director of Procurement & Disbursements, Texas A&M University-Corpus Christi, 6300 Ocean Dr, Unit 5731, Corpus Christi, TX 78412-5731, in parts, at times and dates as follows:
- 2.2. **PART 1 – BASE BID PRICING ONLY COMPETITIVE SEALED PROPOSAL**, will be received by the Director of Procurement & Disbursements at the aforementioned location **until 2:00 p.m., local time, Thursday, March 5, 2026**, then publicly opened and read aloud after review of Part 3.
 - 2.2.1. Part 1 Proposals must include the following:
 - 2.2.1.1. One (1) executed original Competitive Sealed Proposal, PART 1 (A&M SYSTEM Form C-4 CSP), sealed and labeled in separate envelope.
 - 2.2.1.2. Certified or Cashier's Check or One (1) executed original Bid/Proposal Bond (A&M SYSTEM Form C-2), sealed in the small envelope affixed to the outside of the envelope.
 - 2.2.2. **FAILURE TO SUBMIT A COMPLETE PROPOSAL WILL BE VIEWED BY THE OWNER AS A NON-RESPONSIVE PROPOSAL WHICH WILL BE SUBJECT TO REJECTION.**
- 2.3. Six (6) copies of **PART 2, TECHNICAL PROPOSAL, PROPOSER'S QUALIFICATIONS**, will be received **until 2:00 p.m., local time, Thursday, March 5, 2026**, by the Director of Procurement & Disbursements at the aforementioned location. Include a copy of information on an electronic formatted media device.

2.4. One (1) copy of **PART 3, TECHNICAL PROPOSAL, HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN**, will be received **until 2:00 p.m., local time, Thursday, March 5, 2026**, by the Director of Procurement & Disbursements at the aforementioned location. The HUB Subcontracting Plan shall be clearly labeled “HUB Subcontracting Plan, Estes Field Station Construction, Project No. CSP2-0001”. Sections shall be appropriately tabbed for easy reference.

2.4.1. FAILURE TO SUBMIT A COMPLETE AND ACCEPTABLE HUB SUBCONTRACTING PLAN WILL BE VIEWED BY THE OWNER AS A NON-RESPONSIVE PROPOSAL WHICH WILL BE REJECTED.

2.4.1.1. **NOTE TO GENERAL CONTRACTOR:**
THE HUB SUBCONTRACTING PLAN (HSP), SUBMITTED AS PART 3 OF THE CSP PROCESS, WILL BECOME A PART OF ANY CONSTRUCTION CONTRACT RESULTING FROM THIS SOLICITATION.

2.5. Proposals submitted by U.S. Mail shall be addressed to:

Will Hobart, Director of Procurement & Disbursements,
Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731

****NOTE*** Proposals sent via U.S. Mail must allow sufficient time for internal delivery to the physical office described below.

Proposals submitted by commercial courier or hand delivery shall be addressed to

Will Hobart, Director of Procurement & Disbursements,
Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731

Delivery of all proposal parts to the physical location above prior to the submittal deadlines set forth above is the responsibility of the proposer.

2.6. Proposals will be publicly opened and the names of the respondents and the monetary proposals publicly read aloud **at 2:00 p.m., local time on Thursday, March 5, 2026**, in the Texas A&M University- Corpus Christi Procurement office at 6300 Ocean Drive, Unit 5731 (Purchasing Bldg), Room 110, Corpus Christi, TX 78412-5731

3.0 PRE-PROPOSAL MEETING:

3.1. The Pre-Proposal Conference and site tour will be held on Tuesday, February 24, 2026, at 10:00 a.m., local time; in the Purchasing Building located at 6300 Ocean Drive, Unit 5731, Corpus Christi, Texas.

4.0 EVALUATION AND CONTRACT AWARD PROCESS:

4.1. The A&M System reserves the right not to award the Base Bid or any or all of the Alternates.

5.0 BUILDING SITE LOCATION:

5.1. The building site is located at the following coordinates:

5.1.1. 27.7121°N, 97.3254°W

SPECIAL CONDITIONS

NOTICE

The following Special Conditions modify, change, delete from or add to the “Uniform General and Supplementary Conditions (UGSC)”. Where any Article of the UGSC is modified or any paragraph or clause thereof is modified or deleted by these special conditions, the unaltered condition of the Article, paragraph, subparagraph or clause shall remain in effect. These conditions, as well as the technical provisions for the Work to be executed and the Specifications bound herein, shall be subject to all of the requirements and are complementary to the provisions of the Instruction for Proposal and UGSC shall be used in conjunction with them as part of the Contract Documents.

ARTICLE 1. Definitions

1.16.1 The Official Address for the University is:

U.S. Mail

Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731

Commercial Carrier

Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731

The Owner’s designated representative is Lawrence Gaertner, Project Manager, AGCM. This also modifies UGSC, Article 3, 3.1.2.

1.16.2 The Official Address for the Project Manager is:

U.S. Mail

Texas A&M University-Corpus Christi
Attn: Scott Meares, CCM CCH rm 260B
6300 Ocean Drive, Unit 5780
Corpus Christi, TX 78412-5780

Commercial Carrier

Texas A&M University-Corpus Christi
Attn: Scott Meares, CCM CCH rm 260B
6300 Ocean Drive, Unit 5780
Corpus Christi, TX 78412-5780

ARTICLE 2. Laws Governing Construction

2.3 Venue for Suits. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Nueces County, Texas.

ARTICLE 3. General Responsibilities of Owner and Contractor

3.1.2 Owner’s Designated Representative. The Owner’s Designated Representative (ODR) is “AVP for Operations-TAMUCC”

3.1.6 Water and Electricity. The Owner will furnish water and electricity during construction, if available, at no cost to the Contractor. The Contractor shall provide all temporary means of conveying this water and electricity and bear all costs to bring water and electricity to places on the site where it is required by the operation during construction

3.3.11.1.1 The Contractor shall make arrangements with the Owner for access and storage provisions at the site, and the areas around the building at which he shall confine his activities and shall in no way obstruct another part of the campus that will affect the owner's necessary operations. If needed the Owner representative shall identify the area outside the building for this work.

3.3.11.1.2. The Contractor shall exercise care to protect and preserve all existing utilities, either concealed or exposed, here scheduled to remain. Where existing electrical and/or mechanical service lines are required to be moved, altered, or connected to, the work shall be scheduled to avoid interference with the Owner's usage of the facility during construction, and to avoid any untimely and extended interruption of the services. A tentative working schedule shall be approved by the Owner representative prior to any work being started that will cause an interruption of service.

3.3.11.1.3 The Contractor shall take extra care to protect existing trees, shrubs, and lawn outside and inside of the work area that is not scheduled for removal. If necessary, protective barricades shall be constructed around trees and shrubs for their protection by the Contractor. If pruning of any existing tree or shrubs are required, the contractor must contact the Owner's representative for written permission and directions on how to trim the trees.

3.3.4.1. Material and Equipment deliveries shall be made directly to the construction site or construction office. All deliveries must be made to the designated contractor representative and not the University.

3.3.4.2. The Contractor shall not sell or give to any non-employee any demolished or salvaged material from this site, while the material is still on the Texas A&M University-Corpus Christi campus. Once any demolished/remove material (not scheduled for delivery to owner) is off the campus, then the Contractor may either sell or dispose of it properly.

3.3.4.3 Private disposal services must be used for trash and debris removal. A dumpster or other type of container may be located outside the building on a location approved by the Owner's representative. The Contractor shall not use any dumpsters located on the University campus for disposal of any debris or material generated from the work of this project. Approval for disposal of trash and debris may be arranged with the City of Corpus Christi.

3.3.4.4 The Contractor shall provide an acceptable means of security to protect all existing equipment and property on and around the construction site, and also to protect his work from unauthorized access. All questions regarding campus security shall be referred to the University Police Department.

ARTICLE 7. Safety

7.2.1.1 Building Ingress and Egress. The Contractor shall maintain all three (3) methods of ingress and egress of the building, two (2) on the north side of the building and one (1) on the south side of the building, throughout the duration of the construction work. The work must be scheduled in a manner to minimize conflicts with the Owner's use of the facility and shall coordinate any specific space needs with the Owner's representative. Electrical service and other utility services to the building shall not be interrupted without 48 hours advance notice to the Owner's representative.

ARTICLE 9. Schedules

9.6.2.1 Rainfall Table: The number of weather days expected for each month during the term of this Contract is compiled by the State Climatologist, based on U.S. Weather Bureau records. The number of weather days shown in the Rainfall Table for the first and last months of the Contract will be prorated in determining the total number of weather days expected during the term of this Contract at the following location:

Texas A&M University-Corpus Christi

January	3	May	4	September	7
February	3	June	4	October	4
March	2	July	3	November	3
April	3	August	4	December	3

ARTICLE 10. Payments

10.1.1.1 Capital Improvement Projects over One Hundred Thousand and No/100's dollars, (\$100,000), requires the breakdown of the original contract sum into the required asset categories. Each line item on the breakdown shall be coded with one of the category codes which are outlined as follows:

<u>TEXAS A&M UNIVERSITY SYSTEM</u>	
<u>GUIDELINES FOR PROJECT PRICE BREAKDOWN</u>	
<u>CODE</u>	<u>CATEGORY</u>
<u>001.0</u>	<u>General Condition Items</u>
<u>002.0</u>	<u>Demolition</u>
<u>003.0</u>	<u>Asbestos Abatement</u>
<u>821018</u>	<u>Parking Lots & Driveways</u>
<u>821425</u>	<u>Paved Area - Non Parking</u>
<u>825035</u>	<u>Sidewalks & Paved Walk Areas</u>
<u>825003</u>	<u>Streets or Roads - (includes curbs & gutters)</u>
<u>825021</u>	<u>Electrical Distribution (Site) - (includes elec. lines, equipment & site lighting)</u>
<u>825025</u>	<u>Telephone Distribution - (includes site lines other than fiber optic phone lines)</u>
<u>825024</u>	<u>Fiber Optics - (all site fiber optic lines including fiber optic phone lines)</u>
<u>825022</u>	<u>Natural Gas Lines (Site)</u>
<u>825023</u>	<u>Water Distribution (Site) - (includes heated & chilled water & steam lines)</u>
<u>825013</u>	<u>Sanitary & Storm Sewers (Site)</u>
<u>821213</u>	<u>Fences (other than temporary)</u>
<u>821417</u>	<u>Landscaping</u>
<u>821414</u>	<u>Irrigation System</u>
<u>821418</u>	<u>Retaining Walls & Mow Strips</u>
<u>824125</u>	<u>Improvements - General (Site) - (includes benches, monuments, statues, markers)</u>
<u>825026</u>	<u>Tunnels</u>

Plus the following 11 component categories for EACH building

<u>811011</u>	<u>Building Shell</u>
<u>811023</u>	<u>Roof Coverings</u>
<u>811022</u>	<u>Elevator System</u>
<u>811024</u>	<u>Floor Coverings</u>
<u>811014</u>	<u>Interior Finishes</u>
<u>811020</u>	<u>HVAC System</u>
<u>811015</u>	<u>Plumbing System</u>
<u>811021</u>	<u>Electrical and Lighting System</u>
<u>811018</u>	<u>Fire Protection System</u>
<u>811025</u>	<u>Fixed Equipment Assets</u>
<u>811030</u>	<u>Miscellaneous Construction Features</u>

Exhibit 27a

Code Componentization Descriptions:

- 811011** Building shell: the exterior walls, excavation within the building footprint, foundation, floors, and roof structural system and decking of a building. The walls consist of the wall layers starting with the exterior building skin and ending at the inner thermal layer. The suggested useful life of a building shell is 30 years.
- 811023** Roof Coverings: includes the covering material used to establish the water barrier on the building's roof deck. The roof covering starts with the first membrane above the roof decking materials including the urethane layer, coating, shingles, films, metal panels, clay tiles and all material installed above the roof deck; The recommended useful life of clay tile is 30 years. The recommended useful life of a metal panel roof is 20 years and a urethane roof or shingle roof is 15 years. The recommended useful life of all other roof types is 15 years.
- 811022** Elevator system: comprised of the elevator and escalator conveyance systems including controls; The recommended useful life of this system is 20 years.
- 811024** Floor Coverings: includes carpet, ceramic tile, stone, terrazzo, vinyl tile, wood, laminate and linoleum floor coverings, and other types of floor coverings and all padding and barrier sheeting installed above the concrete slab or wooden deck; The recommended useful life of ceramic tile, stone and terrazzo is 30 years. All other floor types should have a useful life of 15 years.
- 811014** Interior finish: all walls, partitions, ceilings and millwork that are inside the building shell walls. This will include but not limited to, all framework, interior doors, interior windows, sheet rock, paneling, paint and any other wall and ceiling coverings; The recommended useful life is 15 years.
- 811020** HVAC: includes the chillers, condensers, exhaust fans and coil units, heating strips, chilled/heating water supply and return piping, air ducts, registers, climate control panels and all circuitry connected to the power supply panel. The recommended useful life of this equipment is 15 years.
- 811015** Plumbing system: all piping, drains, fixtures, and associated equipment within the perimeter of the building used for moving domestic water, other fluid gases, compressed air or sewage: The recommended useful life of this system is 20 years.
- 811021** Electrical and lighting systems: all telecommunication and alarm wiring, lighting fixtures, electrical conduit, wire, cables, circuits, switches, and controls within the perimeter of the building that provide power for all electrical apparatuses and lighting instruments. The recommended useful life of this system is 20 years.
- 811018** Fire protection system: comprised of the piping, sprinkler heads and controls (Circuitry for fire detection, alarms, and warning devices are included in 'Electrical'.);
- 811025** Fixed equipment assets: is any equipment other than equipment comprised of the HVAC system, electrical system, fire protection system, plumbing system or elevator system that is installed and permanently attached to some part of the building's structure;
- 811030** Miscellaneous construction features: any building component that does not fit into one of the other ten categories;

The initial contract breakdown may require some revisions by the Contractor after the Owner's review. It is, therefore, recommended that this breakdown be prepared and submitted as soon as possible to avoid delay of the initial payment to the contractor."

Because Federal Funds may be used in this project, the following Federal Contract Provisions will apply. By submitting a response, and accepting a contract, the Contractor agrees to accept and comply with these terms & conditions;

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (In accordance with 2 C.F.R. Part 200, Appendix II)

1. Termination for Convenience

The Agency may terminate performance of work under this contract in whole or, from time to time, in part if the Agency purchasing officer determines that a termination is in the Agency's best interest. The Agency may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the Agency, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel. Upon any notification of termination for convenience, the contractor is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the Agency of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the Agency has an interest, (6) notify the Agency of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the Agency

2. Partially Completed Work

No later than the first calendar day after the termination of this contract, or at the Agency's request, contractor shall deliver to the Agency all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Agency.

3. Default

If contractor is found to be in default under any provision of this contract, the Agency may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the Agency including, but not limited to, procurement costs, and any consequential damages to the Agency resulting from contractor's non-performance. The defaulting contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed

4. Right to Audit

The federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

5. Small Business, Minority Owned Firms and Women's Business Enterprises Efforts

Consistent with federally funded projects, the Agency shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, are used to the fullest extent practicable. This is basically accomplished through the use of the Texas Certified Historically Underutilized Business (HUB) list. Additional efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

- e. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually;
- f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

6. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office

of the Environmental Protection Agency (EPA).

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."



**THE TEXAS A&M UNIVERSITY SYSTEM
301 Tarrow Street, 2nd Floor
College Station, Texas 77840**

**Minimum Prevailing Wage Rate
County: Nueces**

CLASSIFICATION	RATE	NOTES
Acoustic Ceiling Installer	17.57	
Asbestos Abatement Worker	16.20	
Carpenter	16.57	
Concrete – Pour and Finish	16.20	
Crane Operator	27.06	
Driver	16.20	
Drywall Installer	16.74	
Electrician – Journeyman	25.43	
Electrician – Apprentice	19.94	
Elevator Mechanic – Journeyman	61.06	
Elevator Mechanic – Apprentice	50.90	
Fire Protection – Controls	21.92	
Fire Protection – Pipefitter	20.52	
Formwork Builder	16.20	
Glazier	17.48	
HVAC – Journeyman	29.80	
HVAC – Apprentice	18.97	
HVAC – Controls	21.37	
Insulator	16.38	
Ironworker	17.35	
Laborer/Helper	16.20	
Mason	19.59	
Equipment Operator – Light	16.20	
Equipment Operator – Heavy	16.92	
Painter	16.20	
Pipefitter – Journeyman	33.40	
Pipefitter - Apprentice	19.58	
Plasterer	16.20	
Plumber – Journeyman	34.34	
Plumber – Apprentice	22.49	
Reinforced Steel Worker	16.20	
Roofer	19.54	
Stone Mason	17.76	
Terrazzo Installer	16.20	
Tile Setter	16.20	
Waterproofers	16.20	

Note: Listed minimum prevailing wage rate is the base hourly wage rate including fringes.

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Work covered by Contract Documents.
- B. Contract Method.
- C. Starting Work.
- D. Work by Others.
- E. Contractor's Use of Premises.
- F. Owner Occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS:

- A. The Work of this Contract comprises the interior upgrades for the Jetty and Surf Student Housing Dorms located at the Texas A&M University – Corpus Christi Island Campus. The project scope includes the interior upgrades to common spaces at each dorm (3 floors, each building) including: kitchen, laundry room, corridors, and stairwells. Interior Finishes include but are not limited to: flooring and wall base; ceiling, doors, and wall paint/wall treatments; casework/millwork; and light fixture upgrades. Construction is to take place over the 2026 summer break and will include common/public spaces only.

Mechanical Scope includes HVAC Air Distribution Cleaning at all thirteen (13) Housing Dorms on campus. That work to include: removal and cleaning of all air devices; HVAC Air Distribution System; and all supply, return, outside air and exhaust ducts, AHU coils and cabinets, exhaust fans, and dryer ducts; as well as reinstallation of all air devices when cleaning is complete.

- B. The Drawings and Specifications do not necessarily indicate or describe all Work required for completion of Project.
- C. The Contract Documents describe the essential elements sufficiently to determine the scope of the Project.
- D. Provide all items required for complete operating systems including items not necessarily shown in these Contract Documents, but that can be reasonably inferred as being required for a complete operating system.
- E. The Drawings and Specifications indicate the basic quality of material and quality of construction required for the entire Project.

1.03 CONTRACT METHOD:

- A. Construct the Work under a single lump sum contract.

1.04 STARTING WORK:

- A. The Contractor shall not start work until the Notice to Proceed has been issued and all insurance certificates have been reviewed and accepted by The Texas A&M University System.
 - 1. The Contractor shall furnish the required Insurance Certificates to the Contract Compliance Coordinator. (UGSC, Article 5).
 - 2. The Contractor shall notify the ODR prior to commencing any Work.

1.05 WORK BY OTHERS (see UGSC 3.3.12):

- A. Contractor shall cooperate and coordinate its Work with Work provided under other contracts. Separate Contracts will include, but not necessarily be limited to the following:
 - 1. Owner's Testing Laboratory Services (Quality Assurance).
 - 2. Owner's independent HVAC balancing, testing and adjusting.
 - 3. Owner's commissioning agent.
 - 4. Owner's movable furnishings.
 - 5. Owner supplied equipment.
 - 6. N.I.C. (Not In Contract) Work.

1.06 CONTRACTOR'S USE OF PREMISES (see UGSC 3.1.4 and 3.3.11):

- A. Contractor shall have complete and exclusive use of premises within the construction limits indicated on the Drawings, for execution of Work.
 - 1. Where it is necessary for the Contractor to use portions of existing buildings and/or grounds for operations, such use shall be strictly in accordance with requirements and approval of the Owner. Contractor shall provide proper and safe access to the Owner occupied areas at all times.
 - 2. All interruptions of mechanical and electrical underground services shall be only at such time and for the lengths of time as approved by Owner. Where modifications to existing facilities or utility services are required, Contractor shall organize its work in order that inconvenience to the Owner is minimized. Give a minimum fourteen (14) days notice to ODR prior to interruption of services.
 - 3. Unless otherwise indicated or specified, or unless otherwise directed by the Owner; water, gas, lighting, power and telephone conduits and wires, sewer lines, and other surface and subsurface structures and lines, shall be maintained by Contractor and shall not be disturbed, disconnected or damaged by the Contractor during progress of Work. Should Contractor in performance of the

Work disturb, disconnect or damage any of the above, any cost arising from such disturbance or in replacing or repair shall be borne by the Contractor.

- B. Contractor shall:
 - 1. Not unreasonably encumber the Project site with materials and equipment.
 - 2. Not load structure with weight that will endanger the structure.
 - 3. Assume full responsibility for protection and safekeeping of stored materials.
 - 4. Move stored materials which interfere with operations of Owner and other contractors.
 - 5. Obtain and pay for use of additional storage land work areas needed for operations.

- C. Upon receipt of notice that the Contractor is ready to commence the Work, Owner will make the Project site available to the Contractor to execute the Work.

- D. The Contractor shall coordinate use of the premises with the ODR and must comply with the Owner's requirements concerning the Contractor's operations and use of the premises, parking, loading and unloading.

1.07 OWNER OCCUPANCY (see UGSC 12.2)

- A. The Owner will occupy the area surrounding the Project site during the entire period of construction for the conduct of its normal operations. The Contractor shall cooperate with ODR in all construction operations to minimize conflict, and to facilitate the Owner's usage.

- B. The Contractor shall at all times conduct its operations to ensure the least inconvenience to the general public.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011100

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.04 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: Paragraph 3.01 "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Provide additive alternate to install Mohawk Hot & Heavy II LVT, Secoya 5.0 inch (127 mm) lieu of Mohawk Hot & Heavy II LVT Secoya 2.5. Colors and installation patterns shall remain the same. Refer to Specification Section 096519 - Resilient Tile Flooring.

END OF SECTION 012300

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General requirements for product options and substitution procedures.
- B. Material and product options.
- C. Substitutions.
- D. Coordination.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 31 00 - Project Management and Coordination
- C. Section 01 33 00 - Submittal Procedures
- D. Section 01 60 00 - Product Requirements.
- E. Section 01 77 00 - Closeout Procedures.

1.03 GENERAL:

- A. In addition to Uniform General Conditions, Article 8 (UGC 8.3.5), comply with product option and substitution requirements specified in this Section. Contractor shall request substitutions through the e-Builder Substitution process.

1.04 MATERIAL AND PRODUCT OPTIONS:

- A. Materials and Products Specified by Reference Standards, by Performance, or by Description Only: Any product meeting specified requirements.
- B. Materials and Products Specified by Naming Products of One or More Manufacturers with a Provision for an Equivalent Product: Submit one of the products listed which complies with specified requirements or submit a request for substitution for a product of manufacturer not specifically named which complies with specified requirements.
- C. Materials and Products Specified by Naming Products of Several Manufacturers Meeting Specifications: Submit one of the products listed which complies with specified requirements or submit a request for substitution for a product of manufacturer not specifically named which complies with specified requirements.

1.05 SUBSTITUTIONS (UGC 8.3.5)

- A. Within sixty (60) days after date of Owner's Notice to Proceed or the approval of the buyout package on CMAR and DB projects, A/E will consider requests from

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Contractor for substitutions. Subsequently, substitutions will be considered only when a material or product becomes unavailable due to no fault of Contractor or as follows:

1. Lockouts,
 2. Strikes,
 3. Bankruptcy,
 4. Discontinuation of product,
 5. Proven shortage,
 6. Other similar occurrences.
- B. Each proposed substitution of materials or products for that one specified is a representation by Contractor that it has personally investigated the substitution and determined that the proposed substitution is equivalent or superior to that specified in quality, durability and serviceability, design, appearance, function, finish, performance, and of size and weight which will permit installation in spaces provided and allow adequate service access. Additionally, Contractor agrees that it will provide and/or do the following:
1. Same warranty on substitution as for specified product or material,
 2. Coordinate installation and make other changes that may be required for Work to be complete in all respects,
 3. Waive claims for additional costs which may subsequently become apparent,
 4. Verify that proposed materials and products comply with applicable building codes and governing regulations and, where applicable, has approval of governing authorities having jurisdiction.
- C. The A/E will review requests from Contractor for substitutions with the ODR. Contractor shall not purchase or install substitute materials and products without written approval. The A/E will give written notice to Contractor and the ODR of acceptance or rejection within a reasonable time.
- D. Document each request for substitution with complete data substantiating compliance of proposed substitution with Contract Documents. As appropriate include:
1. Reason for the proposed substitution,
 2. Change in Contract Sum and Contract Time, if any,
 3. Effect on WPS and completion date,
 4. Changes in details and construction of related work required due to substitution,
 5. Drawings and samples,
 6. Product identification and description,
 7. Performance and test data,
 8. Itemized comparison of the qualities of the proposed substitution to the product specified including durability, serviceability, design, appearance, function, finish, performance, size and space limitations, vibration, noise, and weight,

- 9. Availability of maintenance service, source and interchangeability of parts or components,
 - 10. Additional information as requested
-
- E. In the event of credit change in the cost, the Owner shall receive all benefit of the reduction in cost of the proposed substitution. Credit shall be established prior to final approval of the proposed substitution and will be adjusted by Change Order.
 - F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, without having been reviewed and approved by Contractor, or when acceptance will require substantial revision of Contract Documents without additional compensation to A/E.
 - G. In the event that the Contractor or Subcontractor has neglected to place an order for specified materials and products to meet the WPS, specified requirements, color schemes or other similar provisions, such failure or neglect shall not be considered as legitimate grounds for an extension of completion time nor shall arbitrary substitutions be considered to meet completion date.
 - H. Only one request for substitutions will be considered for each product. When substitutions are not accepted, the Contractor shall provide specified product.
 - I. Should substitution be accepted and subsequently is defective or otherwise unsatisfactory, replace defective material with specified material at no cost to Owner.

1.06 COORDINATION:

- A. When a specified, optional, specified by reference standard, or proposed substitution item of equipment or material is submitted which requires minor changes or additions to the designed structure, finishes or to mechanical and/or electrical services due to its requirements being different from those shown on the Contract Documents, itemize the changes required and attach to submittal. Do not proceed with changes without written approval from the A/E and ODR.
- B. Contractor shall make adjustments and changes required to coordinate Work for installation of optional materials and products, approved substitutions and materials and products specified by reference standards without additional costs to Owner or A/E.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

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01 25 00 - 3

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART I - GENERAL

1.01 SECTION INCLUDES:

- A. The Uniform General Conditions (UGC) specify that the Owner through the Owner's Designated Representative (ODR) can modify the construction contract.

1.02 CONTRACT CHANGES:

- A. UGC, Article 11 states that the Owner may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other changes. Changes to the contract will be accomplished through e-Builder utilizing a construction change order approval process.
 - 1. The construction change order approval process can be started by either the ODR or the Contractor. After a Change Order is approved, the Contractor can add the work to the schedule of values.
 - 2. The Contractor shall record the actual material and labor cost of the proposed work utilizing the supplied Form C-15 (Adjustment for Changes in Work) along with all supporting documentation. (A Microsoft Excel copy of Form C-15 can be found in e-Builder documents module, folder 02.09 GC COs) The cost breakdown shall consist of labor and materials. Materials shall be itemized by easily identifiable components such as linear footage, square footage, cubic yardage, pounds, etc. All subcontractor pricing shall be broken down using the same format. If the Contractor requests a time extension for the work, adequate justification must be provided to validate the impact on the construction schedule (refer to UGC Article 9 and Section 01 32 00). Any bond and insurance cost shall be accompanied by documentation supporting the cost from the bonding and insurance companies. If the labor rate represents overtime or premium time that shall be included in the documentation along with documentation that the rates were preapproved by the ODR.
 - 3. The Owner and A/E will review the Contractor's cost and time proposals and make a decision whether to proceed, void, or negotiate all or certain items with the Contractor. If a price cannot be agreed to the ODR may require the Contractor to proceed with the change on a time and materials basis. The Contractor shall document all costs daily using Form C-14 (A Microsoft Excel copy of Form C-14 can be found in e-Builder documents module, folder 02.09 GC COs) along with all supporting documentation. Profit and overhead shall not be included on the C-14. When the work is

completed the daily C-14s shall be consolidated into C-15s to calculate profit and overhead.

4. When an action is taken by an actor, the e-Builder process will automatically notify the next actor in the process by email. When the process is complete, the Contractor will be notified of the action by email.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Payment requests.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 77 00 - Closeout Procedures.

1.03 PAYMENT REQUESTS:

- A. Progress payments will be accomplished through e-Builder utilizing a payment application approval process.
- B. At the earliest convenient time and not less than 21 days prior to the first payment request, the Contractor shall develop a Schedule of Values (SOV), utilizing a supplied form, to reflect the value of the categories of work (A Microsoft Excel copy of the SOV template can be found in e-Builder documents module, folder 02.10 GC Pay Apps). The breakdown shall follow the trade divisions of the specifications and shall be itemized by submittal, floor, area, elevation or other building systems, as a minimum. The breakdown shall include a labor and material breakdown for each activity and be of such detail as may be required by the Owner and/or Architect, but in general shall limit each line item to less than \$100,000, or as approved by the Owner. If more than one building is involved, the breakdown shall be by building as well.
 - 1. The initial SOV shall be submitted to the ODR for review and approval. It is, therefore, recommended that this schedule be prepared and submitted as soon as possible to prevent delay of the initial payment to the Contractor.
 - 2. The ODR's review of the SOV is to assure that the breakdown is in sufficient detail to meet the above requirements and to assure that reasonable dollar values are assigned to the various items of work.
- C. The e-Builder payment application approval process can be started by the contractor. The process routes the payment application through all review and

approval steps.

All required supplemental information is indicated by a red asterisk or indicated on the screen. Only one file can be uploaded into each field. The naming convention for supplemental information is indicated when hovering over the blue circle next to the attachment name.

1. Progress payments will not be approved if the job site record drawings maintained in Owner's project management information system (PMIS) Autodesk Build are not up to date (UGC 6.2). Payments will also not be approved if other periodic requirements are not completed.
 2. Historically Underutilized Business Progress Reports will be prepared and submitted with the pay request each month (UGC, Article 4). Pay requests will not be approved without this completed form.
 3. All approved Change Orders shall be added to the Schedule of Values in the same level of detail as all other items of work.
 4. Contractor shall maintain a breakdown in Excel of the project cost by componentization code by subcontractor/supplier. Contractor shall utilize the componentization code tab on the Owner supplied application of payment spreadsheet for this breakdown.
 5. The Current Payment Due on the summary tab of the Excel file must exactly match the Current Payment Due indicated in e-Builder. Otherwise, the payment process will be returned as incorrect.
- D. Contractor shall base each application for payment on value of work installed, and materials and equipment suitably stored at Site. Materials and equipment suitably stored off site in an insured or bonded warehouse may be included, if approved in writing by ODR. See UGC 10.5 for additional requirements when requesting payment for materials stored off site.
- E. Payment for Stored Materials: The ODR shall be the sole authority for approval (proof of insurance or bond will be required).
1. Where the Schedule of Values separates items into labor amounts and material amounts, payment will be made for materials delivered and suitably stored on Site provided said material is required for installation according to the Contractor's Work Progress Schedule (WPS).

Invoices for stored materials will be submitted when required by the ODR. Stored material invoices will be accepted only after an approved shop drawing or sample has been received by the ODR.

Invoices for stored materials will only be considered when they exceed five hundred dollars (\$500) for each individual item. There will be no invoices accepted that contain tools, or expendable materials.

Invoices will only be considered that are referenced to the materials in the SOV. Invoices that are not legible will not be considered for payment.

All stored materials will be checked by the Project Superintendent and verified by the ODR before being incorporated into the payment application.

2. Materials stored at an off-site location which are eligible for inclusion on progress payments are defined as finished goods made specifically for the Project, provided said material is required for installation according to the Contractor's WPS. Raw materials, work in progress at fabrication plants, and commodity items readily available for purchase are not eligible for inclusion in Contractor's Application for Payment.
3. Payment will be made under following provisions:
 - a. Items are listed separately on Application for Payment.
 - b. Include with Application for Payment:
 - (1) Paid receipts showing Contractor is unconditional owner.
 - (2) Fully executed Transfer of Title on photocopy of form provided herein.
 - (3) Location where materials are stored if off site, and method used to store.
 - (4) Identify items in offsite storage as property of Owner and furnish description of identification method.
 - (5) Inventory of items and methods used to verify inventory, including Contractor's certification that quantities have been received in good order.
 - (6) Proof of insurance for materials stored off site, in Owner's name.
 - (7) Proof of transportation arranged for delivery of material stored off site.
 - (8) Material delivered and stored on site or off site needs to parallel WPS.
 - c. ODR reserves right to verify storage by physical inspection at any time.
 - d. Payment does not relieve Contractor's obligations to protect, transport and install materials.
 - e. Title of materials upon which partial payments are made shall transfer to Owner. Partial payment does not constitute acceptance by ODR nor a waiver of any right or claim by ODR. Any costs incurred by Owner shall be paid by Contractor.

- F. Final Payment Application (see UGC 12.3): Administrative actions and submittals must precede or coincide with submittal of Contractor's final payment application.
1. Complete project closeout requirements specification in Section 01 77 00 and 01 78 00.
 2. A final Change Order will be prepared if required, reflecting approval adjustments to Contract Sum not previously made by Change Orders.
 3. After final acceptance of the work, the Contractor shall submit their final payment application in the same manner as a progress payment application and indicating that it is the final payment application. When Federal Funds or other grant funds are included, approval of that agency may also be required.
- G. Cash Flow Schedule: A Cash Flow Schedule will be required within 21 days after approval of the SOV. This schedule shall show monthly payment requirements for the duration of the Contract. The schedule shall include a graphic analysis showing anticipated total completed to date accounts versus actual completed to date amounts. This Cash Flow Schedule is required to be updated monthly and submitted with each payment application.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Coordination of Contract Work.
- B. Correspondence.
- C. Meetings.
- D. Coordination of Submittals.
- E. Coordination of Contract Closeout.
- F. Coordination with Local Personnel.

1.02 RELATED SECTIONS:

- A. Uniform General Conditions Article 3
- B. Section 01 11 00 - Summary of Work.
- C. Section 01 25 00 - Substitutions Procedures.
- D. Section 01 31 50 - Project Meetings.
- E. Section 01 32 00 - Construction Progress Documentation
- F. Section 01 33 00 - Submittal Procedures
- G. Section 01 60 00 - Product Requirements.
- H. Section 01 73 50 - Cutting and Patching.
- I. Section 01 77 00 - Closeout Procedures.
- J. Section 01 78 00 - Closeout Submittals.
- K. All Divisions of Facility Services Subgroup

1.03 COORDINATION, GENERAL:

- A. Coordinate all portions of the Work under the Contract. Require each Subcontractor to coordinate their portion of the Work and provide their requirements for coordination of their Work with other related Work. (UGC 3.3.6)

Contractor shall require and be responsible for cooperation and coordination between various trades and Subcontractors whose work is dependent upon one another. Schedule such work so as to prevent delays in dependent work and so that all related work will progress together. Fully inform each trade or Subcontractor of the relation of its work to other work, and require each to make necessary provisions for the requirements of such other work. No additional compensation for extra work incurred through the lack of cooperation and coordination between various trades and Subcontractors will be allowed.

- B. Coordinate mechanical and electrical Work with that of other trades in order that

various components of systems are installed at proper time, fit available space, and allow proper service access to those requiring maintenance, including equipment specified in other Divisions.

Coordinate all work located in the above ceiling area including the area one foot below the suspended ceiling or light fixture plane, whichever is lower. Coordinate all work associated with the building envelope (exterior walls and roof). Include all required maintenance access requirements in coordination.

- C. Coordinate Work of sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate use of Project space and sequence of installation of mechanical, plumbing, and electrical Work that is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with proper allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas, except as otherwise shown, conceal pipes, ducts, conduit, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements. Provide escutcheon plates at penetrations through finished walls and ceilings with finish appropriate to adjacent finished surface.
- F. Coordination Drawings: Before materials are fabricated or installation of the Work, prepare coordination drawings (Section 01 34 00). Prepare drawings including plans, elevations, sections, and details as required to clearly define relationships between all building trades including HVAC, Electrical, Plumbing, Fire Sprinkler Systems and the structural components of the building such as ceilings, beams, columns, walls and floors. The drawings shall clearly define locations of sleeves, floor penetrations, Plumbing and HVAC piping, ductwork, equipment, light fixtures, electrical and control wiring conduits, panels, and their relationship to building structural components.
 - 1. In preparation of the coordination drawings the Contractor is required to hold coordination meetings with all trades providing the above Work for each building level and each mechanical and electrical room.
 - 2. Resolve conflicts between trades and prepare coordination drawings and upload to Autodesk Build for review by A/E and ODR. Contractor can utilize Owner's Autodesk Collaborate model coordination site to coordinate the work of trades. Allow sufficient time for review, in accordance with submittal procedures, prior to proceeding with fabricated or installation of the Work.

- a. Prepare digital coordination drawings for each floor level and for each mechanical and electrical room. The drawings shall indicate all work items located on each level shown on the drawing.
 - b. All piping and ductwork larger than 2½” in diameter shall be drawn two lines; smaller piping and ductwork shall be drawn double thickness single line.
 - c. Show access space around equipment as directed by Specifications.
 - d. The superintendent for each trade and the Contractor shall sign the drawing indicating that he has reviewed the drawing for accuracy.
3. When conflicts cannot be resolved, Contractor shall request clarification from the A/E prior to proceeding with that portion of the Work affected by such conflicts or discrepancies. Prepare interference Drawings to scale and include plans, elevations, sections, and other details as required to clearly define the conflict between the various systems and other components of the building such as beams, columns, and walls, and to indicate the Contractor's proposed solution.
- G. Remove and relocate items that are installed without regard to proper access, as directed by the A/E and ODR, at no additional cost to the Owner.

1.04 CORRESPONDENCE:

Correspondence relating to this Project should occur within Autodesk Build. Correspondence outside of Autodesk Build must show the Project name, Project number and Contract number and be uploaded to Autodesk Build.

1.05 MEETINGS:

- A. In addition to project meetings specified in Section 01 31 50, hold coordination meetings and pre-installation conferences with appropriate personnel to assure coordination of Work.

1.06 COORDINATION OF SUBMITTALS:

- A. Schedule and coordinate submittals specified in Sections 01 25 00, 01 32 00, 01 33 00, and 01 78 00 and other Sections of Divisions 2 through 35.
- B. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on Work of other sections.

1.07 COORDINATION OF CONTRACT CLOSEOUT:

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- A. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- B. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.08 COORDINATION WITH LOCAL PERSONNEL:

- A. Problems concerning traffic, parking or blocking streets must be referred to the appropriate campus personnel. Confine truck route egress and exit to Site as indicated on Drawings. Coordination is to be through the ODR.
- B. Any exterior problems, including the moving of utilities is to be referred to the campus facilities department. Coordination is to be through the ODR.
- C. The scheduling of utility outages must be coordinated with the campus facilities department at least fourteen (14) days in advance. This coordination is to be arranged through the ODR. Contract shall request an outage of existing utilities services through the e-Builder Outage process.

1.09 PROTECTION:

- A. Contractor shall assume responsibility for initiation and maintenance of protective requirements specified in Section 01 50 00, Temporary Facilities and Controls.

1.10 REPAIR OF DAMAGE:

- A. Damage: Restore accidental or careless damage to the Work to a condition as good as or better than existed before work was commenced and at no cost to the Owner.

1.11 SECURITY:

- A. Conform to requirements of public laws, ordinances and regulations and requirements of insurance carriers concerning security of Site while Work is in progress as well as when it has been suspended, if this occurs.

1.12 CONSTRUCTION LOADING:

- A. General: Concrete slabs on grade and suspended floors have not been designed for heavy loading.
- B. Slabs On Grade: Do not subject slabs on grade to excessive loading by shoring, storage of materials or operation of construction equipment unless adequately

protected by planking. Maintenance of slabs in good condition is the responsibility of the Contractor, who shall remove all damaged areas of such slabs and replace them with new work at no cost to Owner.

- C. Suspended Floors: Do not subject suspended slabs to construction loads beyond 40 pounds per square foot unless adequately shored. Such shoring shall be designed for the Contractor by a registered (Texas) Structural Engineer, who shall certify prior to imposing construction loads on slabs, that the shoring as installed conforms with the shoring as designed. Submit three prints, for record only, of the shoring drawings to the A/E, signed by the Contractor's design engineer.

1.13 SPECIAL REQUIREMENTS:

- A. Existing Utilities: Schedule shut downs if needed in order to minimize inconvenience to Owner. Notify ODR in writing fourteen (14) days in advance of any anticipated shutdowns. Utility shutdowns will only be scheduled at a time mutually agreeable to the Owner and Contractor.
- B. Existing Valves and Switchgear: Owner will be responsible for opening and closing all valves and switches on all utility services. This will be done by campus facilities department personnel without cost, except when overtime work is required.
- C. Damaged Utilities and Services: When existing utilities are damaged, campus facilities department shall make repairs or permit Contractor to make repairs under supervision of facilities department personnel. If repairs are to utilities shown on Contract Documents, all costs or repairs incurred by Owner will be borne by Contractor.
- D. No additional compensation will be made to Contractor for reasons of premium time, after hours, overtime or for inefficiency of operation.
- E. Parking: Restricted to areas indicated on Drawings for Contractor's use. Contractor shall make arrangements and pay for any additional parking required off Project site.
- F. Deliveries and Removals: All deliveries of construction material, equipment, supplies, and similar operations, and removals shall be performed only in areas designated and approved by ODR.
- G. Circulation: Confine construction operations to designated areas avoiding any interruption of vehicular circulation to existing facilities. Should these requirements become unavoidable, submit a request to ODR in writing at least two weeks prior to anticipated interruption, stating predicted time, location and duration of interruption.

- H. Construction Scheduling: The Work shall be conducted in such a way as to cause a minimum of interference with the use of adjacent existing facilities during regular school and/or work hours.
- I. Noise Control: The Contractor shall execute the Work in this Contract as quietly as practical to avoid unnecessary disturbances.
 - 1. Any complaints duly registered by Owner of unacceptable noise levels shall be cause for use of special precautions and methods of operation by Contractor to reduce noises to acceptable levels at no additional cost to the Owner.
 - 2. The ODR shall be sole judge of tolerability of noise levels.
- J. Dust Control: Control all dust, to Owner's satisfaction, in working area and involved portions of the Project Site including access roads or drives.

PART 2 – PRODUCTS

NOT USED

PART 3 – PRODUCTS

NOT USED

END OF SECTION

SECTION 01 31 26

ELECTRONIC COMMUNICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Project Management Communications.

1.02 RELATED SECTIONS:

- A. Uniform General Conditions
- B. All Section of Division 1 – General Requirement.

1.03 GENERAL:

- A. Project Management Communications: The Contractor and Architect/Engineer shall use the Internet web-based project management information system, E-Builder[®] and Autodesk Build software, and protocols included in these software tools during this project. E-Builder and Autodesk Build shall be the primary project management tools on the project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

Project management communications is available through E-Builder[®] and Autodesk Build in the form and manner required by the Owner.

The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

- B. Training: Owner will provide a group training session. Users are required to attend the scheduled training sessions they are assigned to; requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from E-Builder at their own expense, please contact E-Builder[®] for availability and cost.
- C. Support: E-Builder[®] will provide on-going support through on-line help files.
- D. Copyrights and Ownership: Nothing in this specification or the subsequent

communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD and BIM files, processes or design information distributed in this system is intended only for the project specified herein.

- E. Purpose: The intent of using E-Builder® and Autodesk Build is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
- F. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - 1. Contractor shall determine number of user licenses required.
 - 2. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- G. Owner's Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- H. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® and Autodesk Build to send messages. Communication functions are as follows:
 - 1. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - 2. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - 3. Server or Client-side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 - 4. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties' communication except for Administrative Users. DO NOT POST

PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

5. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
6. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
7. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
8. The following items are accomplished in e-Builder:
 - a. Payment Application
 - b. All changes to the contract amount
 - c. All contingency/allowance expenditure approvals (CMAR & DB Only)
 - d. Authorization for the expenditure of allowances (CMAR & DB Only)
 - e. 811 Utility Locates
 - f. Changes to the HUB Subcontracting Plan
 - g. Contractors Daily Logs
 - h. Contractor Buy Outs (CMAR & DB Only)
 - i. Utility Outage requests
 - j. Substitution Requests
 - k. Substantial Completion
 - l. Worker Wage Rate Information
 - m. Request for Information (RFI)
 - n. Architect Supplemental Instructions (ASI)
 - o. Submittals
9. The following items are accomplished in Autodesk Build
 - a. Contractor Record Drawings and Specification
 - b. Model review
 - c. Construction Coordination Drawings
 - d. Meeting Minutes
 - e. Quality Testing Reports
 - f. Quality Checklists and Inspection Punch Lists
 - g. All design and construction related correspondence, reports and certification

- h. Schedules
- i. Construction Photos

The software tool used for the above tasks may change.

All information provided in E-Builder and Autodesk Build shall be the original information or data. The use of “see attached” and attaching another company form is not allowed.

PART 2 – PRODUCTS

NOT USED

PART 3 – PRODUCTS

NOT USED

END OF SECTION

SECTION 01 31 50

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General Project Meeting Information.
- B. Pre-Construction Meeting.
- C. Progress Meetings.
- D. Pre-Installation Meetings.
- E. Lockset Hardware/Key Conference.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 25 00 - Substitutions Procedures
- C. Section 01 32 00 - Construction Progress Documentation
- D. Section 01 33 00 - Submittal Procedures
- E. Section 01 60 00 - Product Requirements.
- F. Section 01 73 50 - Cutting and Patching.
- G. Section 01 77 00 - Closeout Procedures.
- H. Section 01 78 00 - Closeout Submittals.

1.03 GENERAL:

- A. Contractors, Subcontractors and suppliers representatives attending the meetings/conferences of this section shall be qualified and authorized to act on behalf of the entity each represents.
- B. Contractor shall comply with the following meeting requirements during performance of the Contract.
 - 1. Arrangements: Arrange for a convenient, comfortable room in which to conduct the progress meetings, furnished as necessary to accommodate the people involved and to accomplish the purpose of the meeting. Owner will provide the room for the pre-construction meeting.
 - 2. Provide meeting notice to all attendees at least seven (7) days in advance of the meeting date.
 - 3. Records: Minutes of all project meetings shall be kept in Autodesk Build and available to all concerned within four (4) days after the adjournment of the meeting.
 - 4. Schedule Updating: Immediately following each progress meeting, where revisions to the Work Progress Schedule (WPS) have been made or recognized, revise the progress schedule. Reissue revised colored copies of the WPS concurrently with minutes of each meeting.

1.04 PRE-CONSTRUCTION CONFERENCE (see UGSC 3.1.1):

- A. Chairman: The meeting will be presided over by the ODR.

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- B. Attendance: The following persons will be expected to attend:
1. Owner's Representatives.
Project Manager
User Coordinator
Physical Plant representative
 2. A/E's Construction Administrator.
 3. A/E's Consultants for Mechanical, Electrical and Structural Engineering.
 4. A/E's special consultants as maybe required.
 5. Contractor's General Superintendent and Project Manager.
 6. Major Subcontractors including at least those for mechanical, plumbing and electrical work if selected.
- C. Agenda: Subjects shall include, but are not limited to the following:
1. Review of submittals.
 2. Sequence of critical work.
 3. Relation and coordination by the Contractor.
 4. Designation of responsible personnel.
 5. Processing of Change Orders.
 6. Access to Work to permit inspection.
 7. Maintaining project Record Documents.
 8. Use of the premises, access to the Site, office and storage areas, and Owner's requirements.
 9. Major equipment deliveries and priorities.
 10. Safety and first aid procedure.
 11. Security procedures.
 12. Housekeeping procedures.
 13. Additional subjects as requested by the Owner, the Architect/Engineer or the Contractor.
 14. List of major Subcontractors and suppliers.

1.05 PROGRESS MEETINGS:

- A. Chairman: Contractor's Project Manager or Project Superintendent shall preside over the meeting; prepare agenda and record minutes in Autodesk Build.
- B. Attendance: The following persons will be expected to attend:
1. Owner's Representatives.
Project Manager
User Coordinator
Physical Plant representative
 2. Architect/Engineer's Construction Administrator.
 3. Architect/Engineer's Consultants for mechanical, electrical and structural engineering until excused from attendance.
 4. A/E's special consultants as maybe required.
 5. Contractor's General Superintendent, Project Superintendent and Project Manager.

6. Subcontractors who have work in progress.
 7. Subcontractor who will start work within the next month.
 8. Others as requested by ODR, A/E, or Contractor.
- C. Agenda: The Contractor will provide an agenda including but not necessarily limited to the following items:
1. Present a brief narrative of construction progress since the last monthly meeting containing:
 - a. General description of work performed.
 - b. Expectation of meeting scheduled dates.
 - c. Description of current or anticipated delaying factors or problems, if any.
 2. Review the updated WPS and present a schedule analysis.
 3. Review the Submittal Schedule/Log.
 4. Review of changes.
 5. Review of Requests for Information.
 6. Review of project Record Documents.
 7. Review/approval of the Progress Payment.
 8. General discussion: Other outstanding/current business.
- D. Review of Pre-Installation Meetings
- E. Number of Meetings: A minimum of one progress meeting shall be held each month. Other weekly or biweekly progress meetings shall be held as determined by the ODR and shall cover those subjects as required by the ODR.

1.06 PRE-INSTALLATION MEETINGS:

- A. Provide a list of all pre-installation meetings anticipated.
- B. Convene a pre-installation meeting at the Project field office prior to commencing any work.
- C. Require attendance of entities directly affecting, or affected by, work of Section.
- D. Notify A/E and ODR ten (10) days in advance of meeting date.
- E. Contractor shall prepare agenda, preside at meeting and record minutes in Autodesk Build.
- F. Review conditions of installation, preparation and installation procedures, and coordination with related work. Review submittals for all Work to be installed.
- G. The Contractor shall maintain an adequate inspection system and perform such inspection to insure that the work called for by this contract conforms to the contract specifications and requirements.
- H. The Contractor shall maintain complete inspection records and make them available to the ODR.

I. Subcontractor foreman or project manager are required to attend this meeting.

1.07 LOCKSET HARDWARE/KEY CONFERENCE:

A key conference shall be conducted after approval of hardware submittal prior to the ordering of lock hardware. The Contractor shall, in conjunction with the ODR, A/E, User Coordinator and campus facilities department representative, establish a date for the key conference to be held. A key conference is required to review the function of the locks and to insure that all security requirements of the Using Agency will be met.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Work Progress Schedule (WPS) and Baseline Schedule.
- B. Daily reports.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 31 00 - Project Management and Coordination.
- C. Section 01 33 00 - Submittal Procedures.
- D. Section 01 77 00 - Closeout Procedures.

1.03 WORK PROGRESS AND BASELINE SCHEDULES (see UGSC 9.3):

Coordination: Comply with Uniform General and Supplementary Conditions Article 9. Coordinate both the listing and timing of reports and other activities required by provisions of this Section and other Sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the Work including the A/E and the Owner. In particular, provide close coordination of the WPS and Baseline Schedule, contract price breakdown, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

- A. Work Progress Schedule: Design Build (DB) and Construction Manager at Risk (CMAR) delivery within ten (10) Days after the NTP and Competitive Sealed Proposal (CSP) delivery within twenty-one (21) days after the NTP, the Contractor shall prepare and submit a detailed "Work Progress" Construction Schedule, both in hard copy and electronically, for the Owner's information and approval. The Work Progress Schedule will be submitted for Owner's review and approval based on the criteria defined herein and will be assessed based on completeness, feasibility and quality using industry established scheduling guidelines such as but not limited to the PMI (Project Management Institute).
- B. Major Trade Procurement Plan shall be included in the WPS. Major Trades are defined as, but not limited to, earthwork, utilities, foundation/structural, steel, waterproofing, roofing, doors/hardware, glass/glazing, envelope, and trades required for mock up completion, MEP, fire sprinkler, fire alarm, A/V, elevators, equipment and any other specialty contractors deemed necessary or if trade is on the critical path. Review and provide buyout status, in writing, monthly at OAC

meeting.

- C. Baseline Schedule: Design Build (DB) and Construction Manager at Risk (CMAR) delivery within ninety (90) Days after the NTP and Competitive Sealed Proposal (CSP) delivery within twenty-one (21) days after the NTP, submit a comprehensive Work Progress Schedule. Once approved, this WPS will be designated as the Baseline Schedule. This schedule shall address and include all comments received from the ODR and the A/E in reference to the preliminary Work Progress Schedule and Major Trade Procurement Plan.

1.04 REQUIREMENTS OF WORK PROGRESS & BASELINE SCHEDULES (see UGSC 9.3)

- A. General: The Work Progress and Baseline Schedules shall be in accordance with the Critical Path Method (CPM) consisting of a time scaled diagram and related computer generated analysis reports.
- B. The contractor shall prepare the schedule using a Critical Path Method Scheduling Software such as either Primavera P6 or Microsoft Project. Electronic schedules shall be submitted as “native” files in either Primavera P6 (.XER) or Microsoft Project (.MPP) formats. All Construction Schedules shall in all respects conform to and be consistent with the time requirements for the Project as set forth in this Construction Contract.
- C. WPS and Baseline Schedule Format: The Construction Schedule shall be in the form of a critical path progress schedule showing, in graphic form, a plan for performance of the Work within the Contract Time. The Construction Schedule shall be prepared, using Primavera P6 or Microsoft Project, as a time-scaled bar chart showing: (1) continuous flow from left to right of activities and milestones critical to, Substantial Completion, Owner Occupancy, and Final Completion of the Work; (2) identification of “float”; and (3) a clearly highlighted critical path. The Construction Schedule shall be organized with a defined work breakdown structure (WBS) or Activity Code structure which adequately describes and organizes the scope of work, key milestones, and associated tasks/activities to meet the project objectives. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. Unless approved by Owner, the following schedule parameters shall apply:
 - 1. No Activity duration shall exceed 20 working days unless approved by Owner;
 - 2. Finish-to-Start (FS) logical relationships shall represent a minimum of 90% of total relationships in the schedule
 - 3. All interim Activities and milestones, excluding the first and last activities of the schedule, shall have at least 1 predecessor and at least 1 successor relationship, unless approved by Owner.

4. There shall be no more than 1% of total activities or milestones with an assigned “start on”, “start on or after”, or a “mandatory start” constraint
5. There shall be no finish constraints assigned to any activity or milestone in the project schedule.
6. All activities, if required by ODR, shall have both manpower and cost resources assigned to them in such a way the total manpower and costs across the entire schedule align with project budget and collective manpower estimate(s).
7. There shall be no excessive float for physical construction activities, which is defined as more than 20 calendar days. This would not apply to activities such as delivery lead times, submittals or fabrication durations.
8. Required 10% project float must be an identified activity named “Contract Float” and tied to the substantial completion date in the project schedule. When contract float duration is consumed an additional activity must be created to document and offset the usage of this float in the schedule.

D. WPS and Baseline Schedule Detail: Activities shown in the Construction Schedule shall be in sufficient detail to demonstrate a practical plan to complete the fabrication and construction within the Contract Time and shall, at a minimum, include the following:

1. Task/Activity ID Number and Task/Activity Description,
2. Predecessor/successor relationships,
3. The planned start and finish date of each activity;
4. The anticipated percentage of completion of each activity at the end of each month;
5. If requested by Owner prior to the effective date, the final manpower curves by trade;
6. The anticipated dates for the purchase and delivery of major materials and equipment;
7. The anticipated dates for the receipt and incorporation of Owner-furnished materials, equipment or other items (if any);
8. Governmental Authority Review Periods;
9. The activities identified as being on the critical path Substantial Completion, Owner Occupancy, and Final Completion of the Work;
10. All major milestones tied to liquidated damages; “NTP”, Phased Substantial Completion, Dry In, Substantial Completion, and Final Completion.
11. The WPS and Baseline Schedule shall show the following Major Milestone Target Finish Dates:
 - a. Completion of main structure foundation piers or footings.
 - b. First or ground floor slab complete.
 - c. Structure top out.
 - d. Building dry-in or enclosed. This is defined as the roof, exterior walls, exterior windows and openings closed in.
 - e. Start of conditioned air. This is defined as the building is ready to

- hold environmental conditions.
- f. BAS Graphics Approval
- g. Mock Up Approval
- h. Major Trade Buyout and Contract Execution
- i. Any Early Occupancy required by the Contract.
- j. Project phases as outlined in the Construction Documents.
- k. Permanent Power Required
- l. Required inspections such as: above ceiling inspections, wall inspections and pre-final inspections.
- m. Sufficient time to correct the items listed in the above inspections.
- n. Other milestones as appropriate to the Project
- 12. Application of Major Milestones Requirement:
 - a. Contractor is expected to implement a recovery action plan reestablishing the original project progress schedule within thirty (30) calendar days of the missed milestone target date.
 - b. Actions taken to restore the progress schedule within this 30 day work cycle will entitle the Contractor to recover the assessed additional retainage amount for this occurrence.
 - c. All costs to recover lost time will be borne solely by the contractor.

E. Network Diagram: Activities shown on the WPS and Baseline Schedule shall be categorized and described as follows:

1. Each individual construction activity;
2. A concise description of the work;
3. An activity duration shall not exceed 20 work days. Durations of greater than 20 work days are acceptable for non-construction activities or as required by the type of construction activity;
4. Each activity shall be coded with an activity code or hammock relating to an activity or an item on the Schedule of Values;
5. Each activity shall be coded with an activity code which relates to a phase or building. This subdivision of the Project shall be mutually agreed upon between the ODR and the Contractor;
6. Items requiring fabrication and delivery longer than 90 days;
7. Times anticipated for shutdown and tying-in to existing services. Note: This does not serve as an official request to the ODR and each individual request for an outage shall be submitted in writing fourteen (14) calendar days prior to the anticipated outage, as described in Section 01 31 00 Project Management and Coordination.
8. Before Substantial Completion, the Contractor shall include the following activities:
 - a. Completion of pre-final punchlist (Suggested duration 30 days minimum).
 - b. Substantial Completion Inspection (Suggested duration 5 days).
 - c. The above activities are to be Finish to Start.

9. Each activity shall be represented by a graphical horizontal line, as follows;
 - a. Each line clearly and briefly described.
 - b. Estimated duration.
 - c. Early start, late start, early finish, late finish, actual start and actual finish.
 - d. Each activity shall have its own number.
 - e. Each activity, except for start and finish activities shall have one or more preceding and succeeding activity.
 - f. Line shall be drawn to the length as dictated by the item scale to indicate the activity's duration including both target duration and percent complete to date.
 - g. Each activity shall be placed at its proper calendar location as determined by the time scale.
 - h. Float shall be shown in its proper time scale for all activities. Float on specific activities shall be defined as the late finish date minus the early finish date. Total Float shall be the Contract Time less the duration of the critical path, or the amount of time non-critical activities can be delayed without causing the Contract Time to be exceeded.
 - i. The path of critical activities shall be illustrated or accented in red, thereby easily distinguished from non-critical activities. There should only be one defined critical path.
 - j. Milestones or intermediate completion dates shall be clearly shown.
 - k. Substantial Completion Date on the WPS and Baseline Schedule shall coincide with time of completion indicated in the Contract Documents.
 - l. The duration of each activity shall include anticipated days lost due to inclement weather based on the Rainfall Table in Special Conditions 9.6.2.1.1.
 - m. Upon review and acceptance of the WPS and Baseline Schedule by the A/E and the ODR, the target bars shall be locked showing comparison between anticipated schedule and actual schedule.
 - n. The original schedule shall be saved as the baseline schedule and each monthly update shall be saved as a different name or version.
- F. Submittals: Submit two (2) color copies each of the Network Diagram and/or bar chart and two (2) copies each of the computer generated reports to the A/E and to the ODR. Also, submit a digital copy (both native file and pdf) of the WPS and Baseline Schedule to the ODR. The ODR and A/E will request revisions, if necessary, and return to the Contractor.
- G. Distribution: Following the initial submittal to and response by the A/E and ODR, distribute WPS and Baseline Schedule to A/E, ODR, the principal subcontractors, suppliers or fabricators, and others with a need-to-know schedule-compliance

requirement. Post copies in the project meeting room and temporary field office. When revisions are made, distribute updated issues to the same entities and post updated issues in the same locations. As major revisions occur during construction, distribute current issues to the same entities listed above and make postings accordingly.

- H. Reports: Computer generated with data regarding each activity shown on the Network Diagram shall include the following:
 - 1. Description of the activity.
 - 2. Activity number.
 - 3. Duration.
 - 4. Early start, late start, early finish, late finish, actual start and actual finish dates.
 - 5. Float.
 - 6. Show dates as calendar dates.
 - 7. Target start and target finish dates.

- I. Report format shall be sorted in accordance with the following format with “a” being the highest priority:
 - 1. List of activities in order according to early start date.
 - 2. List of activities by amount of total float with activities having lowest float listed first, followed by activities with next lowest float.

- J. Submit two (2) color copies each of the updated WPS and Baseline Schedule to the ODR and the A/E and an electronic copy (current/active version native file and pdf) to the ODR at the Monthly Progress Meeting each month, illustrating the following:
 - 1. Show progress on all active items.
 - 2. Show actual completed Work as contrasted to estimated Work (i.e. target bar schedule).
 - 3. Show critical path activities marked to distinguish them from non-critical path activities.
 - 4. Show target bars from the baseline schedule.

- K. Submit a detailed, written analysis describing deviations from the previous month's schedule as follows: Construction Schedule Updates. The Contractor shall use the construction schedule as a management tool in gauging progress. At regular monthly intervals the Contractor shall issue to the Owner an updated schedule with project status; (i) identify all activities individually for each component of the site improvements and buildings with start and/or completion dates, (ii) identify interim milestone dates as established in this Agreement, and (iii) show actual starts and progress for each activity through the date of the update. In addition to a digital pdf format, schedule updates shall be submitted in electronic native format in either Primavera P6 (.XER) or Microsoft Project (.MPP) format. Schedule updates shall

adhere to formatting and detail requirements outlined in the above schedule sections.

1. Description of the critical path with changes from the previous month.
 2. Changes in the network diagram and logic from the previous month.
 3. Addition/deletion of activities.
 4. Activities not finishing on the late finish date, the reason for the delay, the impact on the project and corrections to the project timeline.
 5. Activities impacting meeting the Contract completion date and the reason and the actions taken to correct the situation.
 6. Any other items deviating from or impacting the WPS and Baseline Schedule in relation to the previous month's update which have an adverse effect on the Project.
 7. Change Orders causing modifications in the Work, which affect the duration, start or finish date of activities to the extent the critical path is changed.
 8. Each of the above items shall be addressed monthly in this report.
 9. Any time the substantial completion date exceeds 30 calendar days beyond the contracted substantial completion date reported in the monthly schedule update (WPS), or as directed by the ODR, the contractor is required to provide a recovery schedule for review within 10 calendar days.
- L. Revisions to the schedule, including those created by Change Orders, shall be made at no cost to the Owner.
- M. Project Summary Schedule: A summary project bar chart schedule shall be submitted monthly. The summary activities will match the construction items found on the Schedule of Values. The recommended method of producing this schedule is through the use of hammock activities. All of the underlying construction activities should be linked to a hammock activity and the scheduled value for each item should be loaded onto the hammock activity. The monthly submittal of this schedule should include the Baseline Schedule and the current status of each activity. If required, resource weighted plan versus actual overall project progress curve should be submitted. Immediately after the Baseline Schedule has been accepted by the ODR a projected cash flow chart shall also be developed from this target schedule and transmitted to the ODR. This cash flow chart shall show graphically projected total billings versus actual total billings. This chart shall be updated monthly and submitted along with the Payment Application. It is a requirement for approval of the Payment Application.

1.05 CONTRACTOR DAILY LOG:

- A. Prepare a daily log using the Contractor Daily Log process in e-Builder, recording the following information concerning events at the Site:

1. List of Subcontractors at the Site with a brief description of the work being performed.
2. Approximate count of personnel at the Site.
3. High/low temperatures, general weather conditions.
4. Accidents (refer to accident reports).
5. Meetings and significant decisions.
6. Unusual events (refer to special reports).
7. Stoppages, delays, shortages, losses.
8. Meter readings and similar recordings, as required.
9. Emergency procedures, field orders.
10. Orders/requests by governing authorities.
11. Visitors.
12. Services connected, disconnected.
13. Equipment or system test and/or start-ups.
14. Partial completions, occupancies.
15. Status of long lead items affecting the critical path.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General requirements.
- B. List of proposed subcontractors and suppliers.
- C. List of proposed materials.
- D. Field mock-ups and field samples
- E. Color schedules
- F. Brick selection.
- G. Precast architectural concrete and cut stone approvals.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 25 00 - Substitution Procedures.
- C. Section 01 31 00 – Project Management and Coordination
- D. Section 01 32 00 - Construction Progress Documentation.
- E. Section 01 60 00 - Product Requirements.
- F. Section 01 77 00 - Closeout Procedures.
- G. All Divisions of Facility Services Subgroup - Additional submittal requirements

1.03 GENERAL REQUIREMENTS (see UGC 8.3):

- A. General: As indicated in UGC 8.3.1.1 prepare a complete submittal register in Autodesk Build within twenty-one (21) days after the effective date of the Notice to Proceed with construction. The submittal register shall contain the submittal title, description, specification section and submittal category at a minimum. The entire review and approval process for all submittals with the exception of physical samples and colors shall occur in Autodesk Build. Correlate this submittal register with the listing of subcontractors and with the "list of materials" as specified in the Contract Documents.
- B. If the project includes multiple buildings then include the building number in the filename of submittals specific to a building. During the review and approval process for submittals do not change the file names for any attached files. E-Builder versions each file as notations and/or changes are made.
- C. The Contractor shall submit to the A/E for review all shop drawings, product data, samples and other submittals for all items required in the Technical Sections of the Specifications and for all items proposed for use in the Work. Do not combine submittals for specified work with requests for substitutions. Submit

requests for substitutions in accordance with Section 01 25 00. Individual submittals from the submittal register shall be grouped into submittal packages before forwarding to the A/E for review.

- D. The Contractor shall review and stamp approval and submit, with reasonable promptness and in orderly sequence, all shop drawings, product data and samples required.
- E. Submit shop drawings, product data and samples far enough in advance to allow ample time for A/E's review, resubmittal if required, and fabrication without creating any delay in the Work, or the work of any other contractor or subcontractor. No extensions of contract time will be authorized because of failure to submit submittal enough in advance to permit processing including resubmittals.
 - 1. Make all submittals a minimum of thirty (30) days prior to needed return date.
 - 2. Allow more review time for requests of substitutions.
- F. Submittal Content Requirements:
 - 1. Shop drawings shall be completely detailed and dimensioned with types, sizes, and gauges of materials noted. Where shop coat of paint is required on materials, brand name, and chemical content shall be noted on the drawings.
 - 2. Shop drawings shall be neatly, accurately, and legibly drawn, noted and referenced.
 - 3. Each item contained in the submittal shall be clearly referenced and noted establishing the item's location in the finished work.
 - 4. Member and item designations shall be the same as those used on the A/E's drawings, except that, where the A/E's has used the same designation for more than one member or item, the Contractor may add a suffix to the designation to differentiate between these members.
 - 5. Where published standard exist (such as ACI Standard 315 Details and Detailing of Concrete Reinforcement), these shall be followed in the preparation of shop drawings. Where no such standards are published by the industry or trade concerned, the shop drawings shall be prepared in a suitable form acceptable to the A/E.
- G. Submittal Format Requirements:
 - 1. Submittal Preparation: Mark each submittal with a permanent label or title block, as appropriate, for identification with the following information on the label or title block for proper processing and recording of action taken.
 - a. Title of submittal and date submitted.

- b. Sheet number and number of sheets included (as applicable).
Number drawings consecutively.
- c. Project Name, Project Number, and location of Project.
- d. Name of Architect and Architect's Project Number.
- e. Name of Contractor, subcontractor, fabricator supplier, and manufacturer, as appropriate.
- f. Name of drawing and scale (as applicable).
- g. Name and date of each revision.
- h. Cross reference to A/E's Drawings and Specification Sections, as appropriate.
- i. Provide a space on the label or adjacent to title block for the Contractor's review and approval markings, and appropriate space for the Architect's or Engineer's "Action" stamp.
- j. Name of each item on each sheet submitted and indicate its location in the Project Work.

H. Contractor Duties and Responsibilities:

- 1. Coordinate requirements for submission of each shop drawing, product data and sample as required to properly execute the Work and as necessary to maintain satisfactory progress of the Work in accordance with the WPS and Submittal Schedule.
- 2. Review shop drawings, product data, and samples prior to submission to A/E. By submitting shop drawings, product data, and samples, Contractor represents that it has verified field measurements, field construction criteria, catalog numbers and similar data, and has coordinated each submittal with requirements of the Work and of the Contract Documents. Contractor's responsibility for errors and omissions in submittals is not relieved by A/E's review of submittals. Submittals received from sources other than Contractor will be returned to sender without A/E's review "action".
- 3. Contractor shall certify by stamped, signed, and dated notation on each submittal that "Submittal is in compliance with requirements of Contract Documents without deviation." Submittals without Contractor's stamp and submittals which, in A/E's or ODR's opinion, are incomplete, contain numerous errors, have not been checked, or have been checked only superficially, will be returned without disposition. Delays resulting there from shall be Contractor's responsibility.
- 4. Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by A/E's review of shop

drawings, product data, and samples unless Contractor has specifically informed the A/E in writing of such deviation at time of submission and A/E has given written acceptance to the specific deviation.

5. Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by A/E on previous submittals.
6. Contractor shall give prompt written notice to A/E of inability to comply with exceptions noted on the returned submittals or if unsatisfactory results are anticipated. Document specific reasons for inability to comply or specific unsatisfactory results that are anticipated. Propose substitution to comply with intent of the Contract Documents and produce satisfactory results in accordance with the substitution requirements of Section 01 25 00.
7. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until submittal has been reviewed with "Approved" or "Approved as Noted" status by A/E.
8. All portions of the Work shall be in accordance with approved submittals.

I. Architect's and Engineer's Action (UGSC 8.3.2):

1. Upon receipt of submittals requiring review, the A/E will review submittals and return them to the Contractor with results of the review indicated as follows:
 - Approved: Submittal has been reviewed for the limited purpose of checking for conformance information given and design concept expressed in the Contract Documents and no exceptions are taken; Contractor may proceed with work represented in submittal, provided no deviation to Contract Documents.
 - Approved as Noted: Submittal has been reviewed as stated above and certain exceptions are noted on the submittal. Contractor may proceed with work represented in submittal, unless otherwise noted.
 - Revise and Resubmit: Submittal has been reviewed as stated above, Contractor may not proceed with work represented in submittal, and submittal is not acceptable.
 - Rejected: Submittal has been reviewed as stated above; work represented in submittal has not been accepted.
 - For Record Only - Allows a record to be closed but isn't something that needs approval.

J. Shop Drawings:

1. Definition: The term Shop Drawings refers to original drawings prepared by the Contractor, Subcontractor, supplier, fabricator or distributor illustrating a portion of the Work including fabrication drawings, manufacturing drawings, erection drawings, setting drawings, patterns, coordination drawings, schedules, design mix formulas,

Contractor's engineering calculations, and layout drawings including ceiling layouts if different from the Contract Documents. Do not submit Contract Documents for Shop Drawings.

2. Submit shop drawings in PDF electronic file format.
3. Contractor shall also develop and coordinate shop drawings into building information model
3. Content: Shop Drawings shall include, but not be limited to the following:
 - a. The size thickness of members.
 - b. The method of anchoring and securing parts.
 - c. The quantity and location of each item.
 - d. Other pertinent data necessary to show the work to be done, where, and how it is to be done.
 - e. Materials and finishes.
 - f. How item fits to abutting work and requirements for related construction.
 - g. Required connections.
 - h. Overall size and weight.
 - i. Clearances and tolerances.
 - j. Verification of field conditions prior to fabrication.
 - k. Coordination of Shop Drawings and data with requirements for related construction.

K. Product Data:

1. Definition: Manufacturer's standard product specifications, installation instructions, rough-in diagrams and templates, standard wiring diagrams, printed performance and operational range diagrams, mill reports, operating and maintenance manuals, color charts, data sheets, brochures, drawings and diagrams, and other standard illustrative and descriptive data to clearly identify pertinent data, models and materials, uses, limitations, actual dimensions and clearances required, and technical performance data including wiring diagrams and controls. Specific item must be identified on catalog cut sheets.
2. Mark out information not applicable to this Project and supplement standard product data to show compliance with requirements.

L. Samples:

1. Definition: Samples include:
 - a. Partial sections of manufactured or fabricated work.
 - b. Small cuts or containers of materials.
 - c. Complete units of repetitively-used materials.
 - d. Swatches showing full range of color, texture and pattern.
 - e. Color range sets.
 - f. Units of work to be used for independent inspection and testing.

- g. Units of work to be used as a standard to judge materials and workmanship.
2. Provide samples for items where specified and for items requiring a choice of color, texture or finish. Samples shall illustrate the materials and workmanship and establish standards by which to judge the completed work.
3. Typical office samples shall be approximately 12" square or 12" long unless otherwise noted and shall clearly illustrate the applicable function, corners, joints, related parts, attachment devices, specified finish and full range of colors. Full size approved samples may be incorporated into the Work unless otherwise noted.

1.04 LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS:

- A. General: Not later than sixty (60) days after award of Contract, submit the names of Subcontractors and material suppliers tabulated by each portion of the Work, in addition to the requirements set forth in UGC 3.3.6.2. Performance or non-performance of any Subcontractor or material supplier will not relieve the Contractor of its responsibility for Work as called for in the Contract Documents.

1.05 LIST OF PROPOSED MATERIALS:

- A. Submit list of materials within forty-five (45) days after issuance of Notice to Proceed in accordance with UGC 8.3.
- B. Materials List: Submit a list of the following types of materials proposed for installation:
 1. Material(s) not specified. (Refer to Section 01 25 00, Substitution Procedures).
 2. Material(s) selected from a Specification naming more than one manufacturer or supplier.
 3. Material(s) selected to conform to a reference specification when no manufacturer has been named.
- C. It will be assumed that materials omitted from the list will be furnished as specified when only one manufacturer has been specified. When more than one manufacturer has been named or when reference specifications have been used the A/E's selection will govern.
- D. The list shall be complete and tabulated by, each Specification section and/or portion of the Work. Include name of manufacturer of each material. For materials specified by reference standards, also include the following with the listing of each such product:
 1. Address of manufacturer.

2. Trade name.
3. Model or catalogue designation.
4. Manufacturer's data, including performance and test data and referenced standards.

1.06 FIELD MOCK-UPS AND FIELD SAMPLES (UGC 8.4):

- A. The Contractor shall erect and maintain mock-ups and field samples as required by the various sections of the specifications. Mock-ups and field samples are required for, but not limited to the following:
 1. Concrete sidewalk finishes.
 2. Exterior face brick wall complete with required tooled mortar, sealants, related stonework, windows, glazing, roofing systems, flashings and other related exterior building materials. (see UGC 8.4.1.1)
- B. Field samples and job site mock-ups shall be erected at the Project Site at a mutually agreed location. Contractor shall request approval for location on which to construct mock-up of field sample prior to proceeding. Each field sample or mock-up shall be complete and illustrate the range of finish and workmanship required in the completed Work and will be used by A/E and ODR, upon approval, as a standard to judge subsequent work.
- C. Where several mock-ups of alternate construction techniques or finishes are required and prepared, each shall be labeled for clear identification indicating base construction finish material, special techniques used and where important for duplication of effect line pressures, grit classification, lengths of exposure, surface preparation, undercoats, strength of reagents, etc.
- D. Contractor shall request review of mock-up or field sample upon completion prior to proceeding with actual construction work.
- E. Contractor shall protect mock-up or field samples from damage, dirt and discoloration after A/E's and Owner's approval. Retain on the job as a standard reference for materials, workmanship and appearance until removal is authorized. Do not alter, move or destroy mock-up or field sample until so authorized. Remove and dispose of mock-up only after approval is given by the ODR.

1.07 COLOR SCHEDULES:

- A. After receipt of all samples, A/E will present to the ODR a proposed comprehensive color schedule for review and approval.
 1. Once approved, the color board will be sent to and kept at the job site for reference. A copy of the color finish schedule compiled after the colors are approved must be provided to the ODR.

2. The Contractor must insure that required submittals for all items requiring color selection are accomplished in a timely manner. The A/E cannot prepare the color board for approval by the ODR until all items requiring color selection have been submitted.
- B. The approved color schedule will then be released to the Contractor for ordering materials.
 - C. No color selection will be released until all colors are approved in the comprehensive color schedule. Any "early" selections requested, and acted upon by the Contractor, shall be at its own risk and understanding that material of color differing from the approved color schedule will be rejected.
 - D. If the Contractor is unable to submit all exterior color selections/samples within sixty (60) days or all interior color selections/samples within ninety (90) days after "Notice to Proceed", the A/E may proceed with preparation of the color schedule using the color selections of a specified product. The Contractor shall be required to match the selected colors at no additional cost to the Owner of the specified product selected by the A/E.

1.08 BRICK SELECTION

Brick selection is a very important item from the Owner's perspective and timely submittals by the Contractor are important to prevent delay.

1.09 PRECAST ARCHITECTURAL CONCRETE AND CUT STONE APPROVALS (if applicable)

Contract may require a project sample of precast architectural concrete or cut stone to be constructed. After the project sample is erected, the ODR will arrange for appropriate personnel to inspect and approve the sample.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 013516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes:
 - 1. Products and installation for patching and extending Work within construction areas of existing facilities.
 - 2. Providing transition and adjustments
 - 3. Repair of damaged surfaces and finishes

1.03 OCCUPANCY, ACCESS, AND PROTECTION

- A. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage. Perform work not to interfere with operations of occupied areas.

1.04 SCHEDULING OF WORK

- A. Make arrangements with Owner and schedule Work to avoid interference with normal operations of occupied areas. Submit schedule and summary of applicable Work within occupied areas and obtain Owner approval not less than two (2) days prior to commencement of such Work.
 - 1. Requests for use of certain existing loading docks, passage ways, and other similar spaces within areas outside limits of construction operations will be limited to day-by-day basis and must be approved in advance by Owner.
- B. Coordinate access and scheduling of Work within tenant areas with Owner.

1.05 TORCH-CUTTING AND WELDING PROCEDURES

- A. Notify Owner in advance of torch-cutting and welding operations performed within occupied areas; obtain approval prior to proceeding with such operations.
 - 1. Neither open-flame torch-cutting, welding nor arc-welding are allowed without having secured appropriate permit from Fire Marshal or authority having jurisdiction.
 - 2. Keep portable fire extinguisher of appropriate class within reach during welding or torch-cutting operations.
 - 3. Screen arc-welding from vision of passersby.
- B. Maintain a "Fire Watch" for minimum of sixty (60) minutes after completion of each torch-cutting and welding operation.

1.06 UTILITY SERVICE OUTAGES

- A. Keep utility and service outages to minimum and perform only after written approval of Owner is received.

1. Requests for outages will not be considered unless they include an identification of areas which will be affected by proposed outage.
 2. Schedule outages for times other than normal business hours.
 3. Make requests for outages minimum of five (5) calendar days in advance of proposed outage.
- B. Contractor: Responsible for investigating utility and service lines to determine effect of outage upon building operations outside of limit of operations. Obtain approval in advance from Owner to execute investigations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Type and Quality of Existing Products: Use products or types of construction that exist in structure, as needed to patch, extend, or match existing Work.
1. Generally, Contract Documents do not define products or standards of workmanship present in existing construction.
 2. Determine by inspecting and testing products where necessary, referring to existing work as quality standard.
- B. New Materials: Comply with Specifications for each product involved.
1. Match existing products and work for patching existing work.
- C. Salvaged Materials: Salvage sufficient quantities of cut or removed material to replace damaged Work of existing construction, when material is not readily obtainable on current market.
1. Store salvaged items in dry, secure place on site.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Comply with provisions of Section 017300 - Execution.
1. Responsible for verifying existing conditions to determine that all areas meet constructability and are ready for alteration and remodeling.
- B. Discrepancies: Verify dimensions and elevations indicated in layout of existing work.
1. Prior to commencing work, carefully compare and check Contract Documents for discrepancies in locations or elevations of work to be executed.
 2. Refer discrepancies among Drawings and existing conditions to Design Professional for adjustment before work affected is performed.

3.02 PREPARATION

- A. Construct temporary fire-rated partitions to separate existing occupied areas from construction and alteration areas.
- B. Cut, move, or remove items as necessary for access to alteration and renovation Work.
1. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, deteriorated masonry and concrete, and other deteriorated materials. Replace materials as specified for finished Work.
 2. Remove debris and abandoned items from area and from concealed spaces.

- C. Cutting and Removal: Perform cutting and removal work to remove minimum necessary, and in manner to avoid damage to adjacent work. Cut finish surfaces such as masonry, tile, plaster, or metals by methods to terminate surfaces in straight line at natural point of division.
- D. Prepare surfaces and remove surface finishes as necessary to provide for proper installation of new materials and finishes.
- E. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- F. Provide temporary barriers and closures to control operations to prevent spread of dust to occupied portions of building.

3.03 INSTALLATION

- A. Coordinate Work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in manner to minimize damage and to provide means of restoring products and finishes to specified condition.
 - 1. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- C. Install products as specified in individual Specification sections.
- D. Where new Work abuts or aligns with existing, perform smooth and even transition to match existing adjacent surface in texture and appearance.
 - 1. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and request instructions from Design Professional as to method of making transition.

3.04 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to provide smooth plane without breaks, steps, or soffits.
- B. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- C. Fit Work at penetrations of surfaces as specified in Section 017300 - Execution.
- D. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections. Repair substrate prior to application of finishes.

3.05 FINISHES

- A. Finish new surfaces as specified in individual Specification sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.06 CLEANING

- A. Comply with Section 017700 - Closeout Procedures. Thoroughly clean areas and spaces affected by Work. Completely remove paint, mortar, oils, putty and items of similar nature.

- B. Clean Owner occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner occupied areas immediately.

END OF SECTION 013516

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Reference Requirements.
- B. Governing Regulations and Authorities.
- C. Definitions

1.02 REFERENCE REQUIREMENTS:

- A. Materials, equipment and operations specified by reference to published standards and specifications of a technical society, trade association, or other agency standard, shall comply with the requirements of the current edition of the listed document that is in effect on the issue date of the Specifications or Addendum page making reference thereto, unless otherwise specified. Make copies of referenced documents available at site, as the ODR or A/E may request.
- B. No provision of a reference standard, specification, manual, or code shall change the duties and responsibilities of the Owner, the Contractor, the A/E and their consultants, their agents and employees from those duties and responsibilities set forth in the Contract Documents.
- C. Acronyms for names of technical societies, associations, and agencies referenced in the Contract Documents shall be interpreted as follows:

AA Aluminum Association
900 19th St., NW, Suite 300; Washington, DC 20006;
202-862-5100
www.aluminum.org

AABC Associated Air Balance Council
1518 K Street, NW, Suite 503; Washington, DC 20005
202-737-0202
www.aabchq.com

AAMA American Architectural Manufacturers Association
1827 Walden Office Square, Ste 550; Schaumburg, IL 60173-4268
847-303-5664
www.aamanet.org

ANLA American Nursery & Landscape Association

1000 Vermont Ave., NW, Ste 300; Washington, DC 20005-4914
202-789-2900
www.anla.org

- ACI American Concrete Institute
38800 Country Club Drive; Farmington Hills, MI, 48331;
248-848-3700
www.concrete.org
- ACIL American Council of Independent Laboratories
1629 K Street, NW, Suite 400; Washington, DC 20006-1633
202-887-5872
www.acil.org
- ADC Air Diffusion Council
1000 E. Woodfield Road, Suite 102; Schaumburg, IL 60173-5921
847-706-6750
www.flexibleduct.org
- AGC Associated General Contractors of America
333 John Carlyle Street, Suite 200; Alexandria, VA 22314
703-548-3118
www.agc.org
- AIA America Institute of Architects
1735 New York Avenue, NW; Washington DC 20006
202-626-7300
www.aia.org
- AIC American Institute of Constructors
466 94th Avenue North; St. Petersburg, FL 33702
727-578-0317
www.aicnet.org
- AISC American Institute of Steel Construction, Inc.
One East Wacker Drive, Suite 3100; Chicago, IL 60601-2001
312-670-2400
www.aisc.org
- AISI American Iron and Steel Institute
1140 Connecticut Avenue, Suite 705; Washington, DC 20036
202-452-7100
www.steel.org
- AMCA Air Movement and Control Association
30 West University Drive; Arlington Heights, IL 60004-1893

847-394-0150
www.amca.org

ANSI American National Standards Institute
1819 L. Street, NW, 6th Floor; Washington, DC 20036
202-293-8020
www.ansi.org

APA American Plywood Association
P.O. Box 11700; Tacoma, WA 98411-0700
253-565-6600
www.apawood.org

ARI Air Conditioning and Refrigeration Institute
4100 North Fairfax Drive, Suite 200; Arlington, VA 22203
703-524-8800
www.ari.org

ASHRAE American Society of Heating, Refrigerating &
Air Conditioning Engineers, Inc.
1791 Tullie Circle, NE; Atlanta, GA 30329
404-636-8400
www.ashrae.org

ASME American Society of Mechanical Engineers
3 Park Avenue; New York, NY 10016
212-591-7000
www.asme.org

ASTM American Society for Testing and Materials
100 Barr Harbor Drive; West Conshohocken, PA 19428-2959
610-832-9500
www.astm.org

AWI Architectural Woodwork Institute
1952 Isaac Newton Square West; Reston, VA 20190
703-733-0600
www.awinet.org

AWPA American Wood Preservers' Association
P.O. Box 388; Selma, Alabama 36702-0388
www.awpa.com

AWS American Welding Society, Inc.
550 Le Jeune Road, NW; Miami, FL 33126
305-443-9353

www.aws.org

- AWWA American Water Works Association
6666 West Quincy Avenue; Denver, CO 80235
303-794-7711
www.awwa.org
- BHMA Builders' Hardware Manufacturers Association
355 Lexington Ave., 17th Floor; New York, NY 10017
212-297-2122
www.buildershardware.com
- BIA Brick Institute of America
11490 Commerce Park Drive, Suite 300; Reston, VA 20191
703-620-0010
www.bia.org
- BICSI Building Industry Consulting Services International
8610 Hidden River Parkway; Tampa, FL 33637
800-242-7405
www.bicsi.org
- CPA Composite Panel Association
18922 Premiere Court; Gaithersburg, MD 20879
301-670-0604
www.pbmdf.com
- CPSC Consumer Product Safety Commission
National Injury Information Clearinghouse
4330 East-West Hwy.; Bethesda, MD 20814-4408
301-504-6816
www.cpsc.gov
- CRSI Concrete Reinforcing Steel Institute
933 Plum Grove Road; Schaumburg, IL 60173-4758
847-517-1200
www.crsi.org
- DHI Door and Hardware Institute
14150 Newbrook Drive, Suite 200; Chantilly, VA 20151-2223
703-222-2010
www.dhi.org
- FM Factory Mutual Engineering and Research Organization
1151 Boston-Providence Turnpike; Norwood, MA 02062-5001
781-762-4300

FS Federal Specification (General Services Administration) Specifications Unit (WFSIS)

GA Gypsum Association
810 First Street, NE, Suite 510; Washington, DC 20002
202-289-5440
www.gypsum.org

IEEE Institute of Electrical and Electronics Engineers
445 Hoes Lane; Piscataway, NJ 08854
732-981-0660
www.ieee.org

IESNA Illuminating Engineering Society of North America
120 Wall Street, Floor 17; New York, NY 10005
212-248-5000
www.iesna.org

IGCC Insulating Glass Certification Council
c/o ETL Testing Labs, P.O. Box 9, Henderson Harbor, NY 13651
315-646-2234
www.igcc.org

ILI Indiana Limestone Institute of America
400 Stone City Bank Building, Bedford, IN 47421
812-275-4426
www.iliai.com

LPI Lightning Protection Institute
3335 N. Arlington Hts. Road, Suite E; Arlington Hts., IL 60004
847-577-7200
www.lightning.org

MIL Military Standardization Documents (U.S. Dept. of Defense)

MSS Manufacturers Standardization Society of the Valve and Fittings Industry
127 Park Street, NE; Vienna, VA 22180-4602
703-281-6613
www.mss-hq.com

NAAMM National Association of Architectural Metal Manufacturers
8 South Michigan Avenue, Suite 1000; Chicago, IL 60603
312-332-0405
www.naamm.org

NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive; Herndon, VA 20171-4662
703-713-1900
www.ncma.org

NEC National Electric Code (by NFPA)

NEI National Elevator Industry, Inc.
1677 County Route 64, P.O. Box 838; Salem, NY 12865-0838
518-854-3100
www.neii.org

NEMA National Electrical Manufacturers Association
1300 North 17th Street; Rosslyn, VA 22209
703-841-3200
www.nema.org

NFPA National Fire Protection Association
One Batterymarch Park; Quincy, MA 02269-9101
617-770-3000
www.nfpa.org

NIST National Institute of Standards and Technology
(formerly National Bureau of Standards; U.S. Dept. of Commerce)
Gaithersburg, MD 20899-3460
301-975-6478
www.nist.gov

NPCA National Paint and Coatings Association
1500 Rhode Island Ave., NW; Washington, DC 20005
202-462-6272
www.paint.org

NRCA National Roofing Contractors Association
10255 W. Higgins Road, Suite 600; Rosemont, IL 60018-5607
847-299-9070
www.nrca.net

NSF National Sanitation Foundation
P.O. Box 130140, 789 N. Dixboro Rd; Ann Arbor, MI 48113-0140
734-769-8010
www.nsf.org

NTMA The National Terrazzo and Mosaic Association, Inc.
201 N. Maple Avenue, Suite 208; Purcellville, VA 20132

800-323-9736
www.ntma.com

NWWDA National Wood Window and Door Association (formerly NWMA)
1400 E. Touhy Avenue #G54; Des Plaines, IL 60018
708-299-1286
www.nwwda.org

OSHA Occupational Safety & Health Administration
200 Constitution Avenue, NW; Washington, DC 20210
www.osha.gov

PCA Portland Cement Association
5420 Old Orchard Road; Skokie, IL 60077
847-966-6200
www.portcement.org

PCI Precast/Prestressed Concrete Institute
209 W. Jackson Blvd, Suite 500.; Chicago, IL 60606-6938
312-786-0300
www.pci.org

PS Product Standard of NBS (U.S. Department of Commerce)

RFCI Resilient Floor Covering Institute
401 E. Jefferson Street, Suite 102; Rockville, MD 20850
301-340-8580
www.rfci.com

RIS Redwood Inspection Service (Grading Rules)
405 Enfrente Drive, Suite 200; Novato, CA 94949
415-382-0662

SDI Steel Deck Institute
P.O. Box 25; Fox River Grove, IL 60021
847-458-4647
www.sdi.org

SDI Steel Door Institute
30200 Detroit Road; Cleveland, OH 44145-1967
440-899-0010
www.steeldoor.org

SIGMA Sealed Insulating Glass Manufacturers Association
401 N. Michigan Avenue, Suite 2400; Chicago, IL 60611
312-644-6610

SMACNA	Sheet Metal & Air Conditioning Contractors National Association, Inc. 4201 Lafayette Center Drive; Chantilly, VA 20151-1209 703-803-2980 www.smacna.org
SPIB	Southern Pine Inspection Bureau (Grading Rules) 4709 Scenic Highway, Pensacola, FL 32504-9094 850-434-2611 www.spib.org
SSPC	The Society for Protective Coatings 40 24 th Street, 6 th Floor; Pittsburgh, PA 15222-4656 877-281-7772 www.sspc.org
TCA	Tile Council of America, Inc. 100 Clemson Research Blvd.; Anderson, SC 29625 864-646-8453 www.tileusa.com
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance 2500 Wilson Blvd., Suite 300; Arlington, VA 22201 703-907-7700 www.tiaonline.org
UL	Underwriter's Laboratories 333 Pfingsten Road; Northbrook, IL 60062 847-272-8800 www.ul.com
WWPA	Western Wood Products Association 522 SW 5 th Avenue, Suite 500; Portland, OR 97204-2122 503-224-3930 www.wwpa.org

1.03 GOVERNING REGULATIONS/AUTHORITIES:

- A. The A/E has contacted the appropriate authorities having jurisdiction for the listed regulations and codes to obtain information for preparation of the Contract Documents. The Contractor may contact authorities having jurisdiction directly for information and decisions having bearing on the Work.

1. Life Safety Code, NFPA 101, edition approved by State Fire Marshall, and all referenced codes.
2. International Building Code, edition matching Life Safety Code, International Code Council, Inc., (for all items not covered by Life Safety Code).
3. Other applicable National Fire Codes, NFPA.
4. State Energy Conservation Design Standard (ASHRAE 90.1), edition approved by State Energy Conservation Office (SECO).
5. State Energy Conservation Office (SECO) Suggested Water Efficiency Guidelines for Buildings and Equipment at Texas State Facilities.
6. Other applicable ASHRAE Standards
7. International Plumbing Code and International Mechanical Code, edition matching building code, International Code Council, Inc.
8. Building Service Piping, ASME/ANSI B31.9.
9. Applicable ANSI, ASTM and ASME codes and standards
10. Applicable OSHA, EPA and Texas Commission on Environmental Quality (TCEQ) regulations
11. Texas Accessibility Standards (TAS), Texas Department of Licensing and Regulations, Architectural Barriers Act, Ch. 469, Government Code.
12. Americans with Disabilities Act, Public Law 101-336, July 26, 1990
13. Safety Code for Elevators and Escalators, ASME A17.1 & A17.3.
14. TIA/EIA Standards.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 43 00

QUALITY ASSURANCE

PART I - GENERAL

1.01 SECTION INCLUDES:

- A. General Requirements and Qualifications for Owner's Quality Assurance Testing.
- B. Below Grade Inspections.
- C. Concrete Inspections.
- D. Wall Closure and Above Ceiling Inspections.
- E. Pre-final Inspection.
- F. Final Inspection
- G. Final Acceptance
- H. One-Year Inspection.

1.02 RELATED SECTIONS:

- A. Section 01 33 00 - Submittal Procedures

1.03 GENERAL REQUIREMENTS FOR OWNERS QUALITY ASSURANCE TESTING (UGSC 8.2.2):

- A. The Owner will employ a testing laboratory and/or geotechnical engineering service to perform quality assurance tests and to transmit copies of test reports to Contractor. Sampling and testing that the Owner may require is specified in this section and in the various technical sections requiring quality assurance testing. Cooperate with Owner's testing laboratory personnel, provide access to the Work, to manufacturer's and fabricator's operations, furnish incidental labor and facilities, and samples for test and inspections, as specified.
 - 1. Employment of testing laboratory to perform quality assurance tests is for benefit of Owner in confirming that performance and quality of the Work is in conformance with the Contract Documents.
 - 2. Employment of a testing laboratory by Owner in no way relieves Contractor's obligation to perform the Work in accordance with Contract Documents.
 - 3. Owner's testing laboratory shall not be the same as Contractor's testing laboratory used for design and certification testing unless otherwise acceptable to the A/E and Owner.
 - 4. Where the terms "Inspector" and "Laboratory" are used, they mean and refer to an officially designated and accredited inspector of the testing laboratory engaged by the Owner.
 - 5. The testing firm shall make all inspections and perform all tests in

accordance with the rules and regulations of the building code, local authorities, the Specifications of the ASTM and these Contract Documents.

6. Commercial Testing Laboratories: In general, all Contracts awarded by The Texas A&M University System will require that testing not performed by the Contractor (i.e., hydrostatic testing of piping) or by the A/E (i.e., spot checking of air flow by the Engineer) will be performed by a commercial testing laboratory selected by the Owner. The cost of such commercial testing will be paid directly by The Texas A&M University System. Retesting will also be paid by the Owner, but will be re-invoiced at cost to the Contractor. All test reports shall be uploaded to Autodesk Build. Employment of the testing laboratory is for the benefit of the Owner for confirming that performance and quality of the Work is in conformance with the Contract Documents.
 7. The engagement of a testing laboratory by the Owner in no way relieves the Contractor of its responsibility, for full compliance of the Contract. The Contractor remains liable for the quality of the materials, products/equipment installed, and satisfactory work performance.
- B. Owner's quality assurance testing and sampling may include the following testing and other services to ensure Contract performance.
1. Compacted Fill and Backfill: Perform field density tests.
 2. Footing Subgrades: Perform tests and visual comparisons of footing subgrades to verify design bearing capacities.
- C. Limits of Testing Laboratory Authority: Laboratory is not authorized to:
1. Approve or reject any portion of the Work.
 2. Perform any duties of the Contractor and Subcontractors.
 3. Revoke, alter, relax, expand, or release any requirement of the Contract Documents or to approve or accept any portion of the Work, except where such approval is specifically called for in the Specifications.
 4. Laboratory technicians do not act as foremen, or perform other duties for Contractor. Work will be checked as it progresses, but failure to detect any defective work or materials shall not, in any way, prevent later rejection when such defect(s) are discovered.

1.04 QUALIFICATIONS:

A. Laboratory Qualifications and Procedures:

1. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition published by American Council of Independent Laboratories. Testing firms shall meet the requirements of ASTM E 329, "Recommended Practice for Inspection and Testing Agencies

for Concrete, Steel and Bituminous Materials as Used in Construction" and ASTM E 543, "Determining the Qualification of Nondestructive Testing Agencies."

2. Testing firms shall each be insured against errors and omissions by a professional liability insurance policy having a limit of liability not less than \$500,000.00.
3. The inspection and testing services of the testing firm shall be under the direction of a Registered Engineer licensed in the State of Texas and having at least five years engineering experience in inspection and testing of construction materials.
4. Inspecting personnel monitoring concrete work shall be ACI certified inspectors.
5. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection. Include memorandum of remedies of deficiencies reported by this inspection.
6. Testing Equipment: Calibrated at reasonable intervals by devices of accuracy traceable to National Bureau of Standards.
7. Tests and inspections shall be conducted in accordance with specified requirements and if not specified, in accordance with applicable standards of the American Society for Testing and Materials and other recognized authorities, as approved.
8. Primary inspectors performing structural steel inspection shall be currently certified AWS Certified Welding Inspectors (CWI), in accordance with the provisions of AWS QCI, "Standard and Guide for Qualification and Certification of Welding Inspectors." The inspector may be supported by assistant inspectors who may perform specific inspection functions under the supervision of the inspector. Assistant inspectors shall be currently certified ASW Certified Associate Welding Inspectors (CAWI). The work of assistant inspectors shall be regularly monitored by the inspector.

B. Contractor's Quality Assurance

1. Prior to any inspection by the Owner, the Contractor shall utilize Autodesk Build checklists for their inspections of the work.

1.05 BELOW GRADE INSPECTIONS

- A. Before the covering or backfilling of any improvement below grade, cover up inspections will be conducted to see that all items meet the plans and specs. Only after all the deficiencies have been corrected will the Contractor be allowed to install any backfill.

1.06 CONCRETE INSPECTIONS

- A. Before the placing of any cast-in-place concrete structure, an inspection will be conducted to see that all items meet the intent of the plans or specs. Only after all

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the deficiencies have been corrected will the Contractor be allowed to proceed.

1.07 WALL CLOSURE/ABOVE-CEILING INSPECTIONS

- A. Before the installation of any ceiling or the closing of walls and chases, the Contractor's QA personnel will perform an inspection to verify that all items fully meet the plans and specs. The Contractor shall utilize Autodesk Build checklists for their inspection. Following the verification inspection, a request for a TAMUS inspection shall be requested before being covered. Only after all the deficiencies have been corrected will the Contractor be allowed to install the ceiling or close-up the wall.
- B. As a minimum, the following should be in place before an above-ceiling inspection is scheduled:
 - 1. All light fixtures installed and working;
 - 2. All plumbing installed and insulation complete;
 - 3. All rigid and flexible ducts installed;
 - 4. All required valve identification tags installed;
 - 5. All air devices installed and connected;
 - 6. All controlled air tubing installed; and
 - 7. The ceiling support structure installed.
- C. Walls and chases will be inspected to verify the presence of blocking and bridging, and to verify all MEP systems are installed per Codes and Contract Documents..
- D. Those in attendance at these inspections shall include the A/E, selected personnel from the FPC, the General Contractor, plumbing, electrical and mechanical subcontractors and representatives from campus facilities department or Using Agency.
- E. A minimum of fourteen (14) days notice shall be given to the ODR prior to these inspections.

1.08 A/E AND PROJECT INSPECTOR'S SUBSTANTIAL COMPLETION INSPECTION (UGSC 12.1.1)

- A. When the Contractor feels that the Work is complete and ready for the Owner's use, it will notify the A/E and the ODR in writing fourteen (14) days prior to the date that the Work is anticipated to be complete and ready for a Substantial Completion Inspection. The A/E, along with representatives of FPC, User Coordinator, and members of the campus facilities department will make a detailed inspection of all Work included in the Contract and the A/E will furnish to the Contractor a list of incomplete items. When all these items have been completed by the Contractor, the A/E and the ODR will be notified that all items of the Substantial Completion Inspection have been completed.

1.09 FINAL INSPECTION (UGSC 12.1.2)

- A. Upon verification by the A/E and the ODR that the deficiencies found during the Substantial Completion Inspection have been corrected, and the Work is ready for Final Inspection and Acceptance, the ODR will, within ten (10) calendar days after receiving written verification by the A/E, make a Final Inspection. When the Work

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is found acceptable under the Contract Documents without any exceptions and the Contract is fully performed, then final payment will be made to the Contractor. Those in attendance at the Final Inspection will include the A/E, representatives of FPC, campus facilities department and User Coordinator.

1.10 FINAL COMPLETION (12.3)

- A. When the Work is fully complete, FPC will issue a Certificate of Final Completion.

1.11 ONE YEAR INSPECTION

- A. All Contracts awarded by The Texas A&M University System contain a one (1) year workmanship and material guarantee as stated in Uniform General Conditions, Articles 13.2 and 13.5. Campus facilities department is responsible for administering any warranty issues. Prior to the expiration of the one year warranty FPC will establish a date for a warranty inspection to be attended by A/E, representatives of FPC, campus facilities department and User Coordinator.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 PIER DRILLING OPERATION

- A. Provide services herein specified.
- B. A representative of the soils testing laboratory shall witness and document all test piles/piers including test methods, forces, and measurements. Provide documentation as required below.
- C. A representative of the soils testing laboratory shall make continuous inspections to determine that proper bearing stratum is obtained and utilized for bearing and that shafts as are properly clean and dry before pouring concrete.
- D. Soils testing laboratory shall furnish complete pier log showing the diameter, top and bottom elevations of each pier, casing required or not required, bell size, actual penetration into bearing stratum, elevation of top of bearing stratum, and volume of concrete used.
- E. Request probe holes when deemed necessary to confirm safe bearing capacity.

3.02 REINFORCING STEEL MECHANICAL SPLICES

- A. Visually inspect and report on the completed condition of each mechanical splice

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of reinforcing steel.

- B. Each mechanical splice shall be visually inspected to ensure compliance with building code and the manufacturer's published criteria for acceptable completed splices.
- C. Special emphasis shall be placed on inspection of the end preparation of each bar to be spliced, as required by the building code.
- D. Submit copies of manufacturer's published criteria for acceptable completed splices prior to observing mechanical splices.
- E. Reports on each mechanical splice shall indicate location of the splice, size of bars spliced, and acceptability or rejection of splice. Reasons for rejection shall be shown on each report.

3.03 CONCRETE REINFORCING STEEL AND EMBEDDED METAL ASSEMBLIES

- A. Inspect all concrete reinforcing steel prior to placing of concrete for compliance with Contract Documents and approved shop drawings. All instances of noncompliance with Contract Documents and approved shop drawings shall be immediately brought to the attention of the Contractor for correction and then, if uncorrected, reported to the A/E.
- B. Observe and Report on the Following:
 - 1. Number and size of bars.
 - 2. Bending and lengths of bars.
 - 3. Splicing.
 - 4. Clearance to forms including chair heights.
 - 5. Clearance between bars or spacing.
 - 6. Rust, form oil, and other contamination.
 - 7. Grade of steel.
 - 8. Securing, tying, and chairing of bars.
 - 9. Excessive congestion or reinforcing steel.
 - 10. Installation of anchor bolts and placement of concrete around such bolts.
 - 11. Fabrication of embedded metal assemblies, including visual inspection of all welds.
 - 12. Visually inspect studs and deformed bar anchors on embedded assemblies for compliance with Contract Documents. Check number, spacing and weld quality. If, after welding, visual inspection reveals that a sound weld or a full 360 degree fillet has not been obtained for a particular stud or bar, such stud or bar shall be struck with a hammer and bent 15 degrees off perpendicular and then bent back into position. Anchors failing this test shall be replaced.

3.04 CONCRETE INSPECTION AND TESTING

- A. Receive and evaluate all proposed concrete mix designs submitted by the Contractor. If the mix designs comply with the Drawings and Specifications, the laboratory shall submit a letter to the A/E certifying compliance. Mix designs not complying with the Drawings and Specifications shall be returned by the laboratory as unacceptable.
- B. Secure composite samples of concrete at the jobsite in accordance with ASTM C 172.
- C. Mold and cure three specimens from each sample in accordance with ASTM C 31. Supervise the curing and protection provided (by others) for test specimens in the field, and the transportation from the field to the laboratory. The test cylinders shall be stored in the field 24 hours and then be carefully transported to the laboratory and cured in accordance with ASTM C 31.
- D. Test specimens in accordance with ASTM C 39. Two specimens shall be tested at 28 days for acceptance and one shall be tested at seven days for information.
- E. Make one strength test (three cylinders) for each 100 cubic yards or fraction thereof, of each mix design of concrete placed in any one day.
- F. Make one slump test for each set of cylinders following the procedural requirements of ASTM C 143 and ASTM C 172. Make additional slump tests whenever the consistency of concrete appears to vary. Do not permit placement of concrete having a measured slump outside the limits given on the Drawings, except when approved by the A/E. Slump tests corresponding to samples from which strength tests are made shall be reported with the strength test results. Other slump tests need not be reported.
- G. Determine total air content of air entrained normal-weight concrete sample for each strength test in accordance with ASTM C 231.
- H. Determine temperature of concrete sample for each strength test.
- I. The testing agency shall furnish and maintain a competent inspector at the mixing plant at the start of each day's mixing. The inspector shall examine concrete materials for compliance with Specifications and approved mix design, weighing and measuring devices, proportioning and mixing of materials, the water and cement content of each batch, the general operation of the plant and the transportation of concrete to the jobsite. The inspector shall verify that the amount of free surface moisture contained in the fine and coarse aggregate has been properly accounted for in the concrete mixing to achieve the required consistency and water cement ratio.

- J. The testing laboratory shall monitor the addition of water to the concrete at the jobsite and the length of time the concrete is allowed to remain in the truck before placement. The personnel shall compare the mixture with the criteria on the approved mix design and report any significant deviation to the A/E, ODR, Contractor and concrete supplier. Do not permit the addition of water which will exceed the maximum water/cement ratio for the mix as given on the approved mix design.
- K. Observe the placing of all concrete, except non-structural slabs-on-grade and sitework. Observe and report on placing method, consolidation, cold joints, length of drop, and displacement of reinforcement. Report deficiencies to the Contractor immediately for corrective action. Inspections may be reduced to a periodic basis when all procedures have been deemed satisfactory by the laboratory.
- L. The testing laboratory shall certify each delivery ticket indicating class of concrete delivered (or poured), amount of water added and the time at which the cement and aggregate was dispensed into the truck, and the time at which the concrete was discharged from the truck.
- M. Evaluation and Acceptance:
1. If the measured slump, or air content of air entrained concrete, falls outside the specified limits, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, the concrete shall be considered to have failed to meet the requirements of the specifications, and shall not be used in the structure.
 2. The strength level of the concrete will be considered satisfactory if the averages of all sets of three consecutive strength test results are equal to, or exceed specified strength and no individual test result (average of two cylinders) is below specified strength by more than 500 psi.
 3. Completed concrete work will be accepted when the requirements of "Specifications for Structural Concrete for Buildings," ACI 301, Chapter 18, have been met.
- N. Concrete Test Reports:
1. Reports shall be made and uploaded immediately after the respective tests or inspections are made.
 2. Where reports indicate deviations from the Contract Documents, they shall also include a determination of the probable cause of the deviation and, where applicable, a recommendation for corrective action.
 3. Whenever the testing laboratory recognizes a trend of decreasing quality in the concrete due to changing seasons, conditions of curing, or other cause; this shall be brought to the attention of the A/E and the ODR, along with a

recommendation for corrective action to be taken before the materials fall below the requirements of these Specifications.

- O. Comply with ACI 311, "ACI Manual of Concrete Inspection".
- P. Inspect the application of curing compound and monitor all curing conditions to assure compliance with specification requirements. Report curing deficiencies to the Contractor immediately and submit a written report to the A/E and the ODR.

3.05 POST-TENSIONING OF CONCRETE

- A. Verify certification of calibration of jacking equipment used in post-tensioning operations.
- B. Observe and report on placement and anchorage of tendons immediately prior to concreting.
- C. Provide a Registered Professional Engineer experienced in post-tension operations to observe and report on the placement, post-tensioning and elongation measurement of each tendon.
- D. The Contractor shall log and submit detailed reports of the stressing and elongation of each tendon. The laboratory representative shall observe the recording of information by the Contractor and make such spot checks as are necessary to verify the accuracy of the post-tensioning reports.
- E. Receive and review final stressing and elongation reports prepared by the Contractor. Compare the actual and required elongation of each tendon and the actual and required load on each tendon. Grant permission to cut the tails of tendons which are within specified tolerance, unless otherwise noted on the Drawings, and submit reports of those which are not within specified tolerance along with recommended corrective action, to the Architect for further evaluation. Forward a copy of all stressing reports to the Architect for record.
- F. Observe and report on grouting of tendons noted to be bonded.

3.06 MASONRY

- A. Inspection:
 - 1. Provide a qualified inspector to inspect all structural masonry work on a periodic basis. Masonry requiring inspection includes load bearing walls and other grouted and reinforced masonry shown on the Drawings. Inspect the Work in progress at least once for each 5000 square feet of wall laid, but not less than once each day, to check compliance with the Contract Documents and applicable building code.

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2. Inspect the following:
 - a. Preparation of masonry prisms for testing.
 - b. Placement of reinforcing
 - c. Grout spaces (prior to grouting and prior to closing cleanouts, if any).
 - d. Mortar mixing operations.
 - e. Bedding of mortar for each type of unit and placing of units.
 - f. Grouting operations.
 - g. Condition of units before laying for excessive absorption.
3. Provide a report of each inspection.

B. Field Compressive Test for Mortar:

1. Secure composite samples of mortar at the jobsite in accordance with ASTM C 780.
2. Mold and cure three cube specimens in accordance with ASTM C 109 and ASTM C 780. Supervise the curing protection provided (by others) for test specimens in the field and the transportation from the field to the laboratory. The specimens shall be stored in the field 24 hours and then be carefully transported to the laboratory and cured in accordance with ASTM C 780.
3. Test specimens in accordance with ASTM C 780. Two specimens shall be tested in 28 days for acceptance and one shall be tested at 7 days for information.
4. Make one strength test (three cubes) for each 5000 square feet of wall area.

C. Field Compressive Tests for Grout:

1. Secure composite samples of grout at the jobsite in accordance with ASTM C 172.
2. Mold and cure three, 3" x 6", cylindrical specimens from each sample in accordance with ASTM C 31. Supervise the curing protection provided (by others) for test specimens in the field and the transportation from the field to the laboratory. The test cylinders shall be stored in the field 24 hours and then be carefully transported to the laboratory and cured in accordance with ASTM C 31.
3. Test specimens in accordance with ASTM C 39. Two specimens shall be tested at 28 days for acceptance and one specimen shall be tested at 7 days for information.
4. Make one strength test (three cylinders) for each 10 cubic yards of grout poured but not less than one strength test for each 5000 square feet of wall area.

D. Prism Tests:

1. Prism tests are required for load bearing brick masonry only.
2. Make prism tests in advance of operations using materials under same conditions, and with same bonding arrangement, as for structure. In building prisms, moisture content of unit at time of laying, consistency of mortar and width and thickness of mortar joints shall be same as used in the structure.
3. Cure and test prisms in accordance with applicable provisions of ASTM E 447. Test five specimens of each type of masonry unit before delivering material to jobsite and submit results for approval. During construction, test three specimens of each type of masonry unit for each 5000 square feet of wall placed.
4. The standard age of test specimens is 28 days, but 7 day tests may be used, provided relation between 7 day and 28 day strengths is established by test for materials used.
5. Build brick prisms one brick width and length in plan and five bricks high, using full bed joints as specified. Compute ultimate compressive strength by dividing ultimate load by gross area of masonry units.
6. Build prisms on job using same materials and methods as for wall construction. Store prisms in a place where they will be undisturbed for 2 days and have approximately same curing conditions as wall construction. After 2 days, transport to laboratory in a manner which will not disturb mortar bond and then cure and test as set forth under ASTM E 447.
7. When the average strength of a set of prisms falls below the specified compressive strength, the masonry corresponding to the test shall be deemed unacceptable. In such case, notify the Architect and Contractor immediately.

E. Absorption Tests:

1. Perform a field test of water absorption on three representative clay units, at least once for each 5000 square feet of wall, before laying.
2. The field test shall consist of drawing a 1 inch diameter circle with a wax pencil (the diameter of a quarter). Place 20 drops of water from a medicine dropper in rapid succession within the circle. If all of the water is absorbed into the brick in less than 90 seconds, the units are too dry and should be prewetted.

3.07 STRUCTURAL STEEL

- A. Inspect all structural steel during fabrication and during and after erection for conformance with Contract Documents and Shop Drawings. Any cases of insufficient bracing or guying, or other unsafe conditions shall be immediately called to attention of the Contractor and reported to A/E and the ODR.
- B. Shop Inspection:

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1. Examination of all steel for straightness and alignment.
2. Examination of all fabricated pieces and checking of same with erection plans and detail drawings.
3. Visual examination of welding.
4. Ultrasonic testing of all full penetration welds.
5. Examination of galvanizing.
6. Examination of installation of shop welded shear studs.
7. Examination of shop painting.

C. Field Inspection:

1. Proper erection of all pieces.
2. Proper installation of all bolts.
3. Plumbness of structure and proper bracing.
4. Proper field painting.
5. Visual examination of all field welding.
6. Inspect all shop fabricated members, upon their arrival at the jobsite, for defects incurred during transit and handling.

D. Qualifications of Welders: Fabricator and erector shall provide the testing laboratory with names of welders to be employed to work, together with certification that each of these welders has passed qualification tests within the last year using procedures covered in the American Welding Society "Structural Welding Code - Steel," latest edition. Verify all welder qualifications.

E. Inspections of shop and field welding shall be "verification inspection," in accordance with the AWS Structural Welding Code and as follows:

1. Visually inspect the welding of all shop fabricated members and note the location of all cover plates, connectors, bearing stiffeners, splices, and fillet welds for proper return around ends and check for seams, folds and delaminations.
2. Warped or out-of-plumb connectors shall be reported prior to any further welding.
3. Ultrasonically test all penetration welds in accordance with ASTM # 164.
4. Surfaces to be welded and all filler metal shall be carefully inspected. Surface preparations, fit-up and cleanliness of surface shall be noted. Electrodes shall be checked for size, type and condition.
5. Welds shall be sound, clean metal, free of slag inclusions and porosity. Filler metal shall be completely fused with base metal and shall completely penetrate the joint. Root passes shall be checked for penetration from the back side of joint. Welds showing inclusions, porosity, lack of fusion, incomplete penetration or uneven contour (sagging or overlaps) shall be ordered gouged out and rewelded. Welds showing any undercut shall have a small stringer bead ordered to be run in along the toe of undercut using a

smaller diameter electrode than that which made the original weld. No craters shall be left in welds. Any welding defects, including porosity, fusion and undercuts in excess of that allowed, shall be cause for rejection. Where craters occur, the inspector shall order them to be filled out with weld metal.

6. The inspector shall check that all welds have been marked with the welder's symbol. The inspector shall mark the welds requiring repairs and shall make a reinspection. The inspector shall maintain a written record of all welds. Work completed and inspected shall receive an identification mark by the inspector. Unacceptable material and work shall be identified by the word "reject" or "repair" marked directly on the material.
7. The testing agency shall advise the ODR and the A/E of any shop and/or field conditions which, in its opinion, may require further tests and examination by means other than those specified. Such further tests and examinations shall be performed as authorized by the ODR and the A/E.
8. The Owner reserves the right to use ultrasonic or radiographic inspection to verify the adequacy of all welds. Testing procedures and acceptance criteria shall be as specified in AWS D1.1.

F. Inspection of bolted construction shall be in accordance with AISC Specification for Structural Steel Buildings and as follows:

1. All bolts shall be visually inspected to ensure that the plies have been brought into snug contact.

G. Inspection of stud field welding shall be in accordance with the AWS Structural Welding Code, latest edition and as follows:

1. A minimum of two shear studs shall be welded at the start of each production period in order to determine proper generator, control unit, and stud welder setting. These studs shall be capable of being bent 45 degrees from vertical without weld failure.
2. Visually inspect studs for compliance with contract documents. Check number, spacing, and weld quality. If, after welding, visual inspection reveals that a sound weld or a full 360 degree fillet has not been obtained for a particular stud, such stud shall be struck with a hammer and bent 15 degrees off perpendicular to the nearest end of the beam. Studs failing under this test shall be replaced.

3.08 EXPANSION BOLT INSTALLATION

- A. Inspect the drilling of each hole and installation of each expansion bolt for compliance with the Contract Documents and shop drawings.
- B. Verify the installation torque for each expansion bolt for compliance with

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manufacturer's installation instructions.

3.09 METAL FLOOR DECK

- A. Field inspection shall consist of the following:
1. Checking types, gauges and finishes for conformance with Contract Documents and Shops Drawings.
 2. Examination for proper erection of all metal deck, fastenings, reinforcing of holes, deck reinforcing, miscellaneous deck supports, hanger tabs, shear studs, deck closures, painting or other coating.
 3. Certification of welders.
 4. Field welded shear studs used to fasten metal floor decking to supporting steel shall be inspected and tested as described in the paragraph addressing structural steel.

3.10 METAL ROOF DECK

- A. Field inspection shall consist of the following:
1. Checking types, gauges, and finishes for conformance with Contract Documents and Shop Drawings.
 2. Examination for proper erection of all metal deck, including fastenings at supports and side laps, reinforcing of holes, and miscellaneous deck supports.
 3. Certification of welders.
 4. Visual inspection of at least 25 percent of all welds.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General Requirements and Qualifications for Contractor's Testing Laboratory Services.
- B. Submittals.
- C. Reference Standards.

1.02 RELATED SECTIONS:

- A. Section 01 33 00 - Submittal Procedures

1.03 GENERAL REQUIREMENTS FOR CONTRACTOR'S LABORATORY SERVICES (UGSC 8.2):

- A. Contractor's Design and Certification Testing: Provide services of an independent testing laboratory or facility acceptable to the A/E and the ODR to perform design and certification testing services.
 - 1. Submit written description of testing laboratory giving qualifications of personnel, laboratory facilities and equipment, and other information as may be requested by A/E and ODR.
 - 2. Contractor's testing laboratory shall not be the same as Owner's testing laboratory used for quality assurance testing unless otherwise acceptable to the A/E and ODR.
- B. Contractor's design testing and certification testing includes:
 - 1. Earthwork: Identify suitable soil material at borrow material location, sampling soil material, and testing of soil material samples.
 - 2. Performing certified welding procedure qualification and requalification testing specified.
 - 3. Testing of materials when mill certificates are unavailable.
 - 4. Additional testing when source of material is changed after initial tests have been performed.
 - 5. Other testing required by other Sections of the Specifications.

1.04 QUALIFICATIONS:

- A. Laboratory Qualifications and Procedures:

1. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition published by American Council of Independent Laboratories. Testing firms shall meet the requirements of ASTM E 329, "Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction" and ASTM E 543, "Determining the Qualification of Nondestructive Testing Agencies."
 2. Testing firms shall each be insured against errors and omissions by a professional liability insurance policy having a limit of liability not less than \$500,000.00.
 3. The inspection and testing services of the testing firm shall be under the direction of a Registered Engineer licensed in the State of Texas and having at least five years engineering experience in inspection and testing of construction materials.
 4. Inspecting personnel monitoring concrete work shall be ACI certified inspectors.
 5. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection. Include memorandum of remedies of deficiencies reported by this inspection.
 6. Testing Equipment: Calibrated at reasonable intervals by devices of accuracy traceable to National Bureau of Standards.
 7. Tests and inspections shall be conducted in accordance with specified requirements and if not specified, in accordance with applicable standards of the American Society for Testing and Materials and other recognized authorities, as approved.
 8. Primary inspectors performing structural steel inspection shall be currently certified AWS Certified Welding Inspectors (CWI), in accordance with the provisions of AWS QCI, "Standard and Guide for Qualification and Certification of Welding Inspectors." The inspector may be supported by assistant inspectors who may perform specific inspection functions under the supervision of the inspector. Assistant inspectors shall be currently certified ASW Certified Associate Welding Inspectors (CAWI). The work of assistant inspectors shall be regularly monitored by the inspector.
- B. Laboratory Duties: Cooperate with A/E, ODR and Contractor. Upon notice, provide qualified personnel to perform required tests and inspections. In performing tests and inspections, Laboratory shall:
1. Comply with specified standards. Comply with building code requirements for "Special Inspection" whether or not such inspections are specified herein.
 2. Ascertain compliance of materials with requirements of Contract Documents. If the material furnished and/or work performed fails to meet requirements of Contract Documents, laboratory inspector shall promptly notify the Contractor, A/E and the ODR of such failure.

3. Promptly notify ODR, Contractor and A/E of observed irregularities or deficiencies in the Work.
4. A representative of the Owner's testing laboratory, who has reviewed and is familiar with the Project and Specifications, shall participate in all preconstruction conferences. The testing firm shall coordinate material testing and inspection requirements with the Contractor and its Subcontractors consistent with the planned construction schedule. The laboratory personnel shall attend, throughout the course of the Project, such conferences as may be required or requested to address quality control issues.
5. Laboratory personnel shall inspect and/or test materials, assemblies, specimens, and work performed, including design mixes, methods and techniques and furnish report(s) to the A/E and the ODR of the progress thereof.

C. Contractor's Responsibilities:

1. Cooperate with laboratory personnel, provide access to the Work, and to manufacturer's and fabricator's operations wherever the Work is in preparation or progress.
2. Secure and deliver to the laboratory, without cost to Owner, adequate quantities of representative samples of materials proposed to be used and which require testing.
3. Furnish Incidental Labor and Facilities:
 - a. To provide access to work to be tested.
 - b. To obtain and handle samples at the Project Site or at the source of the product to be tested.
 - c. To facilitate inspections and tests. Furnish such labor as required to assist laboratory personnel in obtaining and handling samples at the Project Site.
 - d. For safe storage and curing of concrete test cylinders at Project Site and other test samples as required for field curing by ASTM C31.
4. Costs of tests, samples, and mock-ups of substitute material, where the substitution is requested by the Contractor and the tests are necessary in the opinion of the A/E to establish equality with specified items, shall be borne by the Contractor.
5. Costs of tests, samples, and mock-ups performed solely for the benefit or convenience of the Contractor shall be borne by the Contractor.
6. Notify laboratory sufficiently in advance of construction operations to allow laboratory to make assignment of personnel and scheduling of tests to complete any required checks or tests.
7. Owner's testing laboratory will conduct additional tests at Contractor's expense when initial quality control testing indicates work is defective or does not conform to requirements. Materials and workmanship not meeting the required standards or performance obligations are to be

removed and replaced. Replacement and subsequent testing shall be at the expense of the Contractor.

8. Furnish concrete mix designs, in accordance with ACI 301, made by an independent testing laboratory or qualified concrete supplier. When mix designs by an independent testing laboratory are required, the laboratory shall be selected by the Contractor, approved by the A/E and ODR, and paid by the Contractor.
9. Obtain required inspections or approvals of the building official when required. All inspection requests and notifications required by the building code are the responsibility of the Contractor.
10. Provide current welder certifications for each welder to be employed.
11. Furnish fabrication/erection inspection and testing of all welds in accordance with AWS D1.1, Chapter 6.
12. Prequalification of all welding procedures to be used in executing the Work.

1.05 SUBMITTALS:

- A. General: Testing laboratory shall promptly submit written report of each test and inspection. Each report shall include:
 1. Date issued.
 2. Project title and number.
 3. Testing laboratory name, address, and telephone number.
 4. Name and signature of laboratory personnel.
 5. Date and time of sampling or inspection.
 6. Record of temperature and weather conditions.
 7. Identification of product and Specification section.
 8. Date of test.
 9. Location of sample or test in the Project.
 10. Type of inspection or test.
 11. Results of tests and observation regarding compliance with Contract Documents.
 12. Interpretation of test results, when requested by Architect.
- B. State in report all details of each inspection and test. Indicate compliance or noncompliance with requirements of the Contract Documents. Also state in report any and all unsatisfactory conditions.
- C. In addition to furnishing a written report, notify the A/E, the ODR and the Contractor verbally of any uncorrected conditions or failures to comply with the requirements of the Contract Documents.
- D. At completion of each trade or branch of the Work requiring inspecting and testing, submit a final certificate attesting to satisfactory completion of the Work and full compliance with requirements of Contract Documents.

- E. Upon completion of building, testing laboratory shall furnish, to ODR and A/E, statement that all required tests and inspections were made in accordance with requirements of Contract Documents.

1.06 REFERENCED STANDARDS

- A. The latest edition of all standards references in this section shall apply, unless noted otherwise. In case of conflict between these Contract Documents and a referenced standard, the Contract Documents shall govern. In case of conflict between these Contract Documents and the building code, the more stringent shall govern.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General Requirements.
- B. Manufacturer's Instructions
- C. Transportation and Handling.
- D. Storage and Protection.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 25 00 - Substitution Procedures.
- C. Section 01 31 00 - Project Management and Coordination.
- D. Section 01 33 00 - Submittal Procedures: List of Materials.
- E. Section 01 50 00 - Temporary Facilities and Controls: Material Storage Facilities.
- F. Section 01 77 00 - Closeout Procedures.

1.03 GENERAL REQUIREMENTS:

- A. In addition to Uniform General and Supplementary Conditions, Article 8 (UGC 8.1), Contractor shall use materials and equipment that are:
 - 1. New, unless otherwise specified, and that are of good quality, free from faults and defects, and in conformance with the requirements of the Contract Documents.
 - 2. Suitable for use and function intended.
 - 3. Corresponding in quality to related materials in the absence of a complete specification.
 - 4. Of quality appearance where exposed to view.
 - 5. Of one manufacturer or source for the same specific purpose, with uniform appearance and physical properties.
 - 6. Interchangeable and be the same, when required to be supplied in quantity.
 - 7. Free of name, trademark, or other insignia, which is intended to identify the manufacturer, vendor, or other source(s) that is surface applied or affixed to any manufactured articles, materials, and items of equipment in any public area or similar locations within the Project. Any manufactured articles, materials, and items of equipment, which bears evidence that an insignia, name, or trademark has been removed, shall not be used. Code required labels, such as Underwriters Laboratory labels, and other identification required by the Contract Documents are accepted.

- B. Product Color, Texture, or Pattern Selection: No work requiring the A/E's review for color, texture and pattern selection shall be fabricated, delivered or installed prior to review and selection by the A/E.
1. Contractor shall select products of a named manufacturer that complies with the specified requirements and submit the full range of available colors, textures, patterns, including custom colors, textures and patterns for the A/E's selection. All subsequently approved products of other manufacturers are approved contingent upon availability of equivalent colors, textures, and patterns available to the A/E for selection.
 2. When "match existing color" is indicated or specified, Contractor shall, in addition to material and construction requirements specified elsewhere, match existing color, texture, and pattern in every respect, as approved by the A/E.
 3. When materials have a natural range of color, texture, and pattern such as natural stone, brick, tile, anodized aluminum finish and other exposed materials and finishes, the Contractor shall submit required number of sets of ranges of color, texture, and pattern, including representative naturally occurring defects as appropriate, for the A/E's review. All work fabricated and installed shall be within range of samples approved by the A/E. In addition, Contractor shall refer selection of raw materials containing defects within limits of the A/E's approved range of samples, to the A/E to provide distribution of such throughout required work so as to avoid patterns and concentrations of such defects.
- C. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each item of the Work.
1. When specified products are available from only sources that do not or cannot produce an adequate quantity to complete Project requirements in a timely manner, consult with the A/E for a determination of what product qualities are most important before proceeding. The A/E will designate those qualities, such as visual, structural, durability, or compatibility, that are most important. When Architect's determination has been made, select products from those sources that produce products that possess the most important qualities, to fullest extent possible.
- D. Compatibility of Options: Where product options are permitted, select products that are compatible with other products to be incorporated into the Work, including products previously selected.

1.04 MANUFACTURER'S INSTRUCTIONS:

- A. Install products in accordance with manufacturer's printed instructions. Obtain and distribute copies of such instructions to installer, including one copy to the A/E and one to the ODR. Maintain one set of complete instructions at the Site

during installation and until completion.

- B. Manufactured articles, materials, and items of equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned, adjusted, conditioned, and protected in accordance with manufacturer's printed instructions and specifications for the Project conditions indicated, within manufacturer's published limitations, and requirements specified.
- C. Should any manufactured articles, materials, and items of equipment be found to be damaged, deteriorated, or otherwise contrary to the requirements of the Contract Documents, remove and replace such damaged or deteriorated articles, materials, and items of equipment, no matter in what stage of completion and replace with new materials.
- D. Should Project conditions or specified requirements be in conflict with manufacturer's instructions, request written clarification from the A/E before proceeding. Do not proceed with work without clear instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING (UGC 3.3.4):

- A. Arrange deliveries of materials and products in accordance with Construction Progress Schedule.
- B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to ensure that products comply with requirements of the Contract Documents and approved submittals, that quantities are correct, and products are undamaged.

1.06 STORAGE AND PROTECTION:

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products, including factory-finished items and similar work, in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Comply with applicable laws, ordinances and regulations for protective storage of potentially dangerous materials.

- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area and prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection at all times. Periodically inspect to assure products are free from damage or deterioration, and are maintained under required conditions.
- E. At end of each day's work, cover new work likely to be damaged. Provide substantial coverings necessary to protect installed products from damage, traffic, and subsequent construction operations. Refer to Section 01 50 00 for additional requirements, including removal of temporary protections.
- F. Contractor shall provide inspection of Subcontractor's material for compliance with submittals on proper storage.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 73 50

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Submittals required.
- B. Materials required.
- C. Procedures for cutting and patching.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 25 00 - Substitutions Procedures.
- C. Section 01 31 00 - Project Management and Coordination.
- D. Section 01 60 00 - Product Requirements.
- E. Other Technical Sections:
 - 1. Cutting and patching required being performed incidental to Work of the Section.
 - 2. Advance notification to trades responsible for Work of other Sections
 - 3. Coordination of trades responsible for Work of other Sections.

1.03 SUBMITTALS:

- A. Submit written request sufficiently in advance to allow ODR and A/E time to adequately review and make a determination of approval of cutting, drilling, or alteration which affects:
 - 1. Work of Owner or any separate Contractor.
 - 2. Structural value or integrity of any element of Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance, or safety of Project equipment elements.
 - 5. Visual qualities of sight-exposed elements.
 - 6. Damage to existing Work or utilities.
- B. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected Work.
 - 3. Necessity for cutting, drilling, alteration, or excavation.
 - 4. Effect on Work of Owner or any separate Contractor, or on structural or

- weatherproof integrity of Project.
5. Description of proposed Work:
 - a. Scope of cutting, patching, alteration or excavation.
 - b. Trades who will perform the Work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternative to cutting, drilling, patching, and excavation.
 7. Written permission of separate contractors who's work is affected.
 8. Date and time Work will be performed.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Provide materials and procedures required for original installation.
- B. For any change in materials, submit request for substitution under provision of Section 01 25 00 - Substitution Procedures.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Field Conditions: Check and verify Contract Documents and field conditions before proceeding with Work. If there are any questions regarding these or other coordination questions, the Contractor is responsible for obtaining clarification from the A/E before proceeding with Work or related Work in question.
- B. Execute cutting, drilling, and patching, including excavation and fill as required to complete the Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical work.
 6. Uncover Work to allow for A/E's and ODR's observation of Work which has been covered prior to observation by A/E and ODR.

3.02 INSPECTION:

- A. Inspection: Carefully examine the premises to determine the extent of Work and the condition under which it must be done, including elements subject to movement or damage during cutting, patching, excavating and backfilling. No extra payments will be allowed for claims for additional work that could have

been determined or anticipated by such inspection. After uncovering Work, inspect conditions affecting installation of new products.

- B. Beginning of cutting, drilling, or patching means acceptance of existing conditions.

3.03 PREPARATION:

- A. Preparation Prior to Cutting: Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work. Provide protection from elements for that portion of the Project that may be exposed by cutting and patching work, and maintain excavations free from water.
- B. Protection: Provide barricades, coverings, fences, supports, and similar temporary protections necessary to protect persons and property from injury or damage as a result of Work of this Section. Confine operations to required limits and take reasonable precautions to protect remainder of property from damage.
- C. Dust Control: Control dust resulting from cutting and patching to prevent the spread of dust to adjacent occupied areas and to avoid creation of a nuisance in the adjacent surrounding area. Use of water will be permitted as indicated. Provide drop cloths or other suitable barriers to prevent dust from traveling to adjacent areas. Seal off return air registers or other mechanical systems to prevent dust from entering such systems.

3.04 PERFORMANCE:

- A. Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather-exposed, moisture-resistant elements, sight-exposed surfaces, and to preserve Owner's warranties and bonds for Work of this Contract and related work of other contracts.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior written approval by the ODR.
- D. Restore Work which has been cut or removed using new products in accordance with requirements of Contract Documents.
- E. Fit and seal interior Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Fit and seal for water tightness all penetrations through exterior envelope and through slabs.
- F. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal

all voids with fire stopping and sealant material, full thickness of the construction element to provide a smoke seal and penetration rating equivalent to adjacent rated construction. Refer to appropriate sections of Division 7 in these Specifications for requirements.

- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit as follows:
 - 1. Walls: From floor to ceiling and between the nearest corner. New gypsum board construction meeting existing construction in same plane shall be flush with no visible joint showing,
 - 2. Ceiling: The complete surface,
 - 3. Floor: The complete surface unless otherwise shown or unless a matching patch in applied finishes can be made acceptable to A/E and ODR,
 - 4. Openings: The entire unit including frame,
 - 5. Painted Cabinets: The entire painted surface,
 - 6. Transparent Finish Cabinets: Finish new surfaces to match existing,
 - 7. Base: Between the nearest corners.

- H. Excavation: Refer to appropriate sections of these Specifications.

- I. Damage: Restore accidental or careless damage to Work to a condition as good as or better than existed before Work was commenced and at no additional cost to the Owner.

END OF SECTION

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General requirements for cleaning.
- B. Materials for cleaning.
- C. Procedures for cleaning.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 33 00 - Submittal Procedures.
- C. Section 01 50 00 - Temporary Facilities and Controls.
- D. Section 01 77 00 - Closeout Procedures.

1.03 GENERAL REQUIREMENTS:

- A. General: In addition to Uniform General Conditions, Article 3 (UGC 3.3.9), provide progress and final cleaning as specified in this section.
- B. Progress Cleaning: Keep premises and public properties free from accumulations of waste, debris and rubbish, caused by operations. Maintain Project in accord with State and local safety, health, and insurance standards.
- C. Final Cleaning: At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces of building and Project Site, including crawl spaces; leave Project clean and ready for occupancy.
- D. Final Inspection: Prior to final inspection, clean all surfaces and remove all debris from project.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS:

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.01 CLEANING:

- A. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed-to-view surfaces affected by Work of this Contract.
- B. Hazards Control: Store volatile waste in covered metal containers and remove from premises daily. Prevent accumulation of wastes that create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
- C. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- D. Remove waste, debris, and surplus materials from site. Clean paving areas, walks, drives and streets in the vicinity of the building; remove mud, rubbish, waste, stains, spills, and foreign substances from paved areas and sweep clean. Immediately clean any mud tracked out of the construction area to adjacent drives and streets by vehicles and equipment.
- E. Keep the entire construction area clean and at least weekly conduct a general clean-up operation.
- F. Keep grass/weeds cut at all times within the limits of construction; maximum time interval in growing season is two weeks.
- G. Periodically inspect, tighten and realign construction/tree protection fencing.
- H. Do not burn or bury rubbish and waste materials on the Project site.
- I. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm, sanitary drains or into the soil.
- J. Do not dispose of rubbish and wastes into streams or waterways.
- K. Do not dispose of excess concrete on the Project Site or campus.
- L. Wet down rubbish and waste to subdue dust and prevent it from blowing.
- M. Provide on Site containers for collection of waste, debris and rubbish. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Do not fence, block, cover, and otherwise make inaccessible, for Owner's use, any waste containers located inside or outside

construction limits.

- N. Remove temporary protection and labels not required to remain.
- O. Just prior to painting and similar finishing operations, clean interior areas ready to receive finish, and continue cleaning as needed, until building is ready for Substantial Completion.
- P. Disposal: Remove waste materials, debris and rubbish from the Project Site and provide for legal disposal at a Texas Department of Health (TDH) permitted solid waste facility. In hauling material from the Project Site, Contractor shall prevent debris from dropping from vehicles and littering the campus or area streets and roads. Contractor shall promptly remove any debris that falls from vehicles.

3.02 FINAL CLEANING

- A. Employ experienced workers or professional cleaners and perform cleaning in accordance with manufacturer's written recommendations, using products approved by the manufacturer for material being cleaned.
- B. Prior to final inspection and the Owner's acceptance of the Work, perform final cleaning of all areas of the building and Project Site, performing all operations specified in the various Sections of Project Specifications. Final cleaning operations include, but are not limited to:
 - 1. Remove waste, debris, and surplus materials of any nature from Site. Clean paving areas in the vicinity of the building; remove stains, spills, and foreign substances from paved areas and sweep paved areas clean and rake clean other surfaces of grounds,
 - 2. Broom cleaning of all exposed concrete floors,
 - 3. Cleaning all stonework,
 - 4. Cleaning all exposed painted and unpainted metals,
 - 5. Cleaning all architectural woodwork,
 - 6. Cleaning all doors and polish hardware; removing excess paint and stains,
 - 7. Cleaning all glass areas, exterior and interior,
 - 8. Cleaning all storefront framing and doors, and glazed wall system members, exterior and interior,
 - 9. Cleaning all walls and floors,
 - 10. Cleaning of resilient flooring.
 - 11. Vacuum all carpeted floors,
 - 12. Cleaning all toilet partitions, fixtures, and accessories,
 - 13. Cleaning all exposed surfaces of light fixtures, including removal of construction dust, paint overspray, fingerprints, and similar soiling from light fixture bodies, reflectors, and both sides of light fixture lenses,
 - 14. Removing and disposing of all temporary protections,
 - 15. Repair, patch and touch-up marred surfaces to match adjacent surfaces,

16. Prior to Final Completion, inspect exposed interior and exterior surfaces and work areas to verify that entire work is clean.
- C. Clean finishes free of dust, stains, films, and other foreign substances.
- D. Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Instruction of using personnel.
- B. Submittals.

1.02 RELATED SECTIONS:

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 32 00 - Construction Progress Documentation.
- C. Section 01 33 00 - Submittal Procedures.
- D. Section 01 50 00 - Temporary Facilities and Controls.
- E. Section 01 74 00 - Cleaning.
- F. Section 01 78 00 - Closeout Submittals

1.03 INSTRUCTION OF USING PERSONNEL:

- A. The Contractor will provide demonstrations; conduct training and familiarization sessions for physical plant/User personnel on the mechanical and electrical systems in the facility prior to Substantial Completion inspection. Arrangements for these instruction periods shall be made by the ODR. Operation and maintenance manuals must be available and used during this training period. Refer to Section 01 78 00 for requirements of operating and maintenance manuals.

1.04 SUBMITTALS:

- A. Refer to Section 01 29 00 - Payment Procedures for required administrative action and submittals that must precede or coincide with Contractor's final payment application. Contractor shall deliver these submittals to A/E for transmittal to Owner, properly executed, in one package, prior to the request for final payment.
- B. Final Completion: Submit written request for Final Completion inspection and the following:
 - 1. Certification that Work is complete and Owner has full access and use of completed work, Contract Documents have been reviewed, and systems and equipment have been tested, are operational and User personnel have received proper instruction and training on equipment and systems.
 - 2. Copy of list of items to be completed or corrected from Substantial

- Completion Inspection, with each item initialed and showing date completed.
3. Evidence of compliance with requirements of governing authorities:
 - a. Certificates of occupancy.
 - b. Certificates of final inspection for elevator, plumbing, mechanical, fire protection, electrical, and other systems required by governing authorities.
 4. List of all Subcontractors and material suppliers and product description. Provide name, address, and complete phone number:
 - a. Product manufacturer.
 - b. Installer (Subcontractor).
 - c. Local representative.
 - d. Local source of supply for parts and replacement.
 5. Submit test/adjust/balance records; start-up performance reports, and other information relevant to Owner's occupancy.
 6. Clean-up: Refer to Section 01 74 00 for requirements.
 7. Deliver all special tools and keys in relation to project equipment and devices to ODR.
 8. Instruction Logs for Instruction of Owner's Operating Personnel: Refer to Section 01 78 00 for requirements.
 9. Warranties: Refer to Section 01 78 00 for requirements.
 10. Keys, Keying Schedule, and Changeover of Locks: Refer to appropriate section in Division 8 of these Specifications for requirements.
 11. Spare Parts and Maintenance Material: Refer to appropriate Sections in this Specification for requirements.
 12. List of Contractor's incomplete work, recognized as exceptions to Owner's Certificate of Final Acceptance.
 13. Certificate of Insurance for Products and Completed Operations.
 14. Final Application for Payment.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Operating and maintenance manuals
- B. Maintenance instruction.
- C. Maintenance materials.
- D. Warranties.
- E. Project record documents.

1.02 RELATED SECTIONS:

- A. Uniform General Conditions, Article 13 - Warranty & Guarantee.
- B. Section 01 33 00 - Submittal Procedures.
- C. Section 01 77 00 - Closeout Procedures.
- D. Individual Specification Sections: Special Project Warranties

1.03 GENERAL

A. FORMAT:

1. The final version of all closeout documents shall be uploaded to the appropriate e-Builder folder in searchable PDF form prior to Final Completion.
2. Organize the closeout documents into the folders listed below with PDF content. The folders along with PDF content shall be uploaded to the 12 Contractor Closeout folder. Only upload the folders one time. If additional PDF content needs to be uploaded, navigate to the individual folders and upload the files.
3. For Operating and Maintenance Manuals and Warranties organize the PDF files into the following folders
 - Division 2
 - Division 3
 - Division 4
 - Division 5
 - Division 6
 - Etc. through Division 32Folders not containing any files can be deleted. Name each file with specification section number (no spaces)-product name-subcontractor name.
Example: 093013-Ceramic Tile-Acme Flooring.pdf

1.04 OPERATING AND MAINTENANCE (O&M) MANUALS (UGSC 12.3.2):

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Payment will be withheld unless O&M Manuals submitted are in accordance with this specification.

A. CONTENTS:

1. A list of each product required to be included with name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Local source of supply for parts and replacement.
2. Product Data:
 - a. Include only those sheets that are pertinent to specific product with product clearly identified.
 - b. Delete references to inapplicable information.
3. Provide instructions for care and maintenance including:
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods that are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.
4. Drawings:
 - a. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems and control and flow diagrams.
 - b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
5. Written Text: As required to supplement product data for particular installation to provide logical sequence of instructions for each procedure.
6. Miscellaneous Data:
 - a. Furnish copy of each warranty, bond and service contract issued.
 - b. Furnish proper procedures in event of failure and instances that might affect validity of warranties or bonds.
7. Additional Requirements: Refer to respective Specification Sections.

B. MATERIALS AND FINISHES:

1. Provide a summary listing of all exterior and interior colors.
2. Upload the list of all finishes to the e-Builder folder 12.4 Finishes prior to final payment.

C. MANUAL FOR EQUIPMENT AND SYSTEMS:

1. Each Type of Equipment and System:
 - a. Provide description of unit and component parts including:
 - (1). Function, normal operating characteristics and limiting

alignment, adjusting, balancing, and checking instructions.

f. Include manufacturer's printed operating and maintenance instructions.

g. Provide list of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.

h. Electrical coordination study.

i. Special systems wiring diagrams.

3. Include warning of detrimental maintenance practices.

4. Prepare and include additional data when need for such data becomes apparent during instruction of Owner's personnel or as required under pertinent Specification Sections.

D. SUBMITTALS:

1. Submit completed manuals to A/E for review and transmittal to ODR thirty plus (30+) days prior to Substantial Completion Inspection.

2. Submittal of operating and maintenance manuals shall be prior to instruction of Owner's operating and maintenance personnel.

1.05 MAINTENANCE INSTRUCTION (OWNER TRAINING):

A. SUBMITTALS:

1. Submit preliminary copy of "Instruction of Owner's Operating and Maintenance Personnel" report for each system or item requiring instruction, on photocopy of form provided herein, at least 60 days prior to instruction date.

2. Submit fully completed forms upon completion of all instruction.

B. QUALITY ASSURANCE:

1. Instruction shall be done by personnel trained and experienced in maintenance of described products and operation of described equipment and systems, and familiar with requirements of this Section.

C. SCHEDULING:

1. Do not perform instruction until systems and equipment have been inspected and approved.

2. Complete all instruction prior to Substantial Completion.

D. INSTRUCTION OF OWNER'S PERSONNEL:

1. Instruct Owner's designated personnel in operation and maintenance of systems and equipment. Use Operating and Maintenance Data specified in this section as basis for instruction.

2. Furnish specialized tools required to operate and maintain systems and

equipment for Owner's use.

3. Provide level of instruction commensurate with system or item requiring instruction. Some items may require multiple training sessions at different times due to Owner's 24 hours per day operation.
4. Explain contents and use of Operation and Maintenance Data.
5. Explain operating sequences as follows:
 - a. Show location and operation of switches, valves and other such devices used to start, stop and adjust systems.
 - b. Explain use of flow diagrams, operating sequence diagrams and other such devices.
 - c. Demonstrate operation through complete cycles and full range of operation through all modes, including testing and adjusting relevant to operation.
6. Explain use of control equipment, including temperature settings, switch modes, available adjustments, reading of gauges, and functions that must be serviced by factory-authorized representatives.
7. Explain trouble-shooting procedures; demonstrate problems which commonly occur, and their resolution, and note procedures which must be performed by factory authorized personnel.
8. Explain maintenance procedures and requirements, including items requiring periodic maintenance. Demonstrate preventive maintenance procedures and recommended maintenance intervals. Demonstrate other maintenance procedures not part of periodic maintenance program. Identify maintenance materials to be used.
9. Provide a recording of Owner training in MP4 format.
10. Upload all training videos to the e-Builder 12.5 Training folder prior to final payment.

1.06 MAINTENANCE MATERIALS

A. GENERAL:

1. Assemble spare parts and maintenance materials as required in individual Specification Sections. Deliver in clean packaging identified with manufacturer's name, trade name, stock number, size, color, and other similar information identifying products. Identify building and location in building where item is used or with what it is used. Include name, address and telephone number of local supplier.
2. Deliver to ODR, prior to Final Inspection, at a location within three (3) miles of Project Site as directed by ODR. Include a letter of transmittal with delivery with a copy to A/E listing materials provided.

1.07 WARRANTIES

A. WARRANTY SUBMITTAL (UGSC 13.1 & 13.5):

1. Warranty Format: Assemble warranties executed by respective

manufacturers, suppliers, subcontractors and Contractor as follows:

- a. Cover: Identify each packet with type or printed title "WARRANTIES". List title of Project and name of Contractor.
 - b. Procedures to be followed in case of failure.
2. Warranty Forms: Except as otherwise specified, Contractor shall execute on Contractor's letterhead, the Project Warranty for General Construction and special Warranties required by various Specification Sections.
 3. Warranty Effective Date:
 - a. For portions of Work accepted by Owner prior to Final Completion: Date of Substantial Completion and Early Occupancy.
 - b. For portions of Work accepted by Owner at Final Completion: Date of Substantial Completion or Final Completion whichever occurs sooner.

B. PREPARATION:

1. Obtain warranties and guarantees, by responsible subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item or work. Except for items put into service with Owner's permission, warranty begins with date of Substantial Completion in accordance with Uniform General Conditions, Article 13.
2. Verify that documents comply with requirements of Contract Documents, are in form approved by Owner, contain full information. As a minimum, each warranty shall contain:
 - a. Name and location of Project.
 - b. Name and address of Contractor.
 - c. Product or work item.
 - d. Scope of warranty.
 - e. Date of beginning and duration of correction period for warranty.
3. Retain warranties until time specified for submittal.

C. TIME OF SUBMITTALS:

1. For equipment or component parts of equipment put into service with Owner's permission, submit documents within ten (10) days after acceptance.
2. Make other submittals within ten (10) days after Date of Substantial Completion, prior to Final Application for Payment.

D. SCHEDULE OF SUBMITTALS:

1. Refer to Sections 01 33 00 and 01 34 00 for Schedule of Submittals.

E. WARRANTY ADMINISTRATION

1. A representative of the User will be the Owner's point of contact for all warranty work. When disagreements develop between the Warranty Administrator and the Warrantor, the Chief Facilities Officer or designee,

Office of Facilities Planning and Construction will act for the User.

1.08 PROJECT RECORD DOCUMENTS (UGSC 6.2)

A. GENERAL:

1. Maintain in Owner's project management information system Autodesk Build:
 - a. Drawings,
 - b. Specifications,
 - c. Addenda,
 - d. Change Orders and other modifications to the Contract,
 - e. A/E's field orders and other written instruction,
 - f. Approved shop drawings, product data, and samples,
 - g. Field test records,
 - h. Other records required throughout construction by ODR.
2. Maintenance of Record Documents and Samples:
 - a. Maintain documents in a clean, legible manner.
 - b. Make samples available at all times for inspection by A/E and ODR.
 - c. Record Documents will be reviewed monthly by the ODR and A/E. This will be a requirement for approval of monthly payment application.

B. RECORDING:

1. Record information concurrently with construction progress. Make entries within 24 hours after receipt of information. Do not cover-up items required to be shown on Project Record Documents until recorded.
2. Record actual construction as follows:
 - a. Location of underground utilities and appurtenances covered by construction, referenced by an elevation and dimension to visible and accessible features of structure.
 - b. Location of internal utilities and appurtenances covered by construction, referenced by elevation and dimension to visible and accessible features of structure.
 - c. Indicate field changes of dimension and detail, changes made by field order or Change Order, and details not on Contract Drawings.
 - d. Record actual CFM rating in each space on Mechanical Drawings.
 - e. In Specifications and Addenda, record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed, changes made by Change Order, approved substitution, or other modification, and other matters not originally specified.
3. Entries: Clearly describe change by note and by graphic line, as required. Date all entries. Call attention to entry by "cloud" around area or areas affected. In event of overlapping changes, use different color for each change.

C. SUBMITTAL:

1. Prior to Final inspection and as a prerequisite to Final Payment, Record Documents shall be reviewed by A/E and ODR.

1.09 NON-ASBESTOS CERTIFICATIONS

Obtain from each subcontractor a notarized certification that no materials containing asbestos were included in the project and upload the certifications and a copy of all SDS to the e-Builder folder 12.3 Non Asbestos.

1.10 RELEASE OF LIEN

Obtain from each subcontractor a release of lien and upload to the e-Builder folder 12.6 Release of Lien no later than 60 days after final payment.

1.11 FACILITIES MAINTANENCE DATA

Upload all data required by specification section 01 78 20 Facilities Maintenance Data to the e-Builder folder 12.7 prior to final payment.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

INSTRUCTION OF OWNER'S OPERATING PERSONNEL

PROJECT: _____

Project No. _____

Contract No. _____

SYSTEM OR EQUIPMENT: _____

PRELIMINARY INFORMATION:

A. To be completed by Contractor:

1. Proposed dates of instruction: _____ to _____

2. Representative performing instruction: _____

3. Number of hours required: _____

B. To be completed by Owner:

1. Owner's personnel to be instructed:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTION LOG:

Date	No. of Hours	Materials Covered	Instructor's Initials	Owner's Rep. Initials	Comments

Total Hours: _____ Date Instruction Completed: _____

Owner's Representative: _____

Instructor: _____

PROJECT WARRANTY FOR GENERAL CONSTRUCTION

WHEREAS, _____(Contractor),

Address _____

Telephone () _____ has performed general construction work on the following project:

Contract No. _____ Project No. _____

For _____(Owner),

Address _____, and,

WHEREAS, Contractor has agreed to warrant said Work to be new, unless otherwise specified in the Contract Documents, and that all Work is of good quality, free from faults and defects, and in accordance with the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said Work in accordance with terms hereof, complying with terms of Contract with Owner dated _____, 20_____, that:

Contractor agrees to repair or replace to the satisfaction of the Owner all Work that may prove defective in workmanship or materials together with all other Work which may be damaged or displaced in so doing, except for abuse, modifications not executed by Contractor, insufficient maintenance, improper operation, or normal wear and tear under normal usage.

All repairs or replacements shall have a correction period for such Work equal to the original correction period as herein stated, dated from the final acceptance of repairs or replacement.

CORRECTION PERIOD FOR THE WORK: STARTING _____, TERMINATING _____.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, we hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and we will pay the costs and charges therefore immediately upon demand.

IN WITNESS THEREOF, this instrument has been duly executed this __ day of _____, 20_____, for Contractor by _____

(Signature)

_____ as its _____.
(Typed Name) (Title)

SPECIAL WARRANTY FOR _____

WHEREAS, _____ (Contractor),

Address _____

Telephone () _____ has performed _____

work on the following project: _____

Contract No. _____ Project No. _____

For _____ (Owner),

Address _____, and,

WHEREAS, Contractor has agreed to warrant said Work to be new, unless otherwise specified in the Contract Documents, and that all Work is of good quality, free from faults and defects, and in accordance with the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said Work in accordance with terms hereof, complying with terms of Contract with Owner dated _____, 20____, that:

Contractor agrees to repair or replace to the satisfaction of the Owner all Work that may prove defective in workmanship or materials together with all other Work which may be damaged or displaced in so doing, except for abuse, modifications not executed by Contractor, insufficient maintenance, improper operation, or normal wear and tear under normal usage.

All repairs or replacements shall have a correction period for such Work equal to the original correction period as herein stated, dated from the final acceptance of repairs or replacement.

CORRECTION PERIOD FOR THE WORK: STARTING _____, TERMINATING _____.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, we agree to hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and we will pay costs and charges therefore immediately upon demand.

IN WITNESS THEREOF, this instrument has been duly executed this ___ day of _____, 20__

for Contractor by _____
(Signature)

_____ as its _____
_____.
(Typed Name) (Title)

And has been countersigned in accordance with terms and conditions, for

Installer by: _____
(Signature) (Typed Name)

as its _____.
(Title)

Name of Firm _____

Address _____

SECTION 01 78 20
FACILITIES MANAGEMENT DATA

PART 1 - GENERAL

1.01 SUMMARY

A. Description:

1. This section specifies the standards that the Contractor shall follow for their scope of work related to Facilities Management Data (FM Data) Requirements.
2. This section does not negate any other section that requires Commissioning or Operations and Maintenance Data.

1.02 RELATED SECTIONS:

- A. Section 01 78 00 - Closeout Submittals
- B. Section 01 91 00 - General Commissioning Requirements

1.03 FACILITY EQUIPMENT DATA

A. Facility Equipment Information Required

1. The Contractor shall provide facilities information in a digital format acceptable to the Owner for all assets identified in Table 01 Asset Groups that are included in the project. The minimum required information per asset are Floor, Location Asset Group, Description, Manufacturer, Model Number, Serial Number and Tag. Contractor shall also provide Owner a photo of the SSC asset sticker, photo of the asset's name plate data, and a photo of each asset in its final location in digital JPEG format and at least 8 megapixels. (See photo examples)
2. Floor shall designate the level (Basement, 01, 02, 03, ..., Roof) or the exterior by Outside.
3. Location shall be the final room numbers assigned to each space or by use of roof or outside.
4. Asset Group shall be one of the asset groups as identified in Table 01.
5. Description shall be a simple description of the asset. (Ex. Air Handler Unit)
6. Manufacturer shall be the actual manufacturer's name of the asset from the approved submittal and as installed.
7. Model Number shall be the complete model number of the asset from the approved submittal and as installed

8. Serial Number shall be the serial number for the asset as installed.
9. Tag shall be the tag designation for the asset as installed. (Ex. AHU-1)
10. See Table 02 for acceptable format (.xlsx) of data collection.
11. All photographs shall be named in the following format xxxx-yyyyy-zz.jpg where “xxxx” represents the building number, “yyyyy” represents SSC barcode number and “zz” represents the picture number sequence. (Ex. 1416-28044-01)

B. Barcodes

1. Barcodes shall be provided by the Owner for Contractor to place on equipment in field. The Contractor shall request these barcodes from the Owner, providing the total number of equipment assets to the Owner.

C. Final Deliverables

1. The Contractor shall provide, on a USB drive, the asset information to the owner within two (2) weeks of the substantial completion date.
2. The Contractor shall upload the asset information to e-Builder within two (2) weeks of the substantial completion date.

1.04 MEETING

A. Contractor shall set up a meeting with the ODR and SSC to review asset groups on the project, quantity of assets on the projects, floor and location nomenclature for the project, placement of barcodes on assets and any other information necessary to complete the task prior to collecting the required information.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

Table 01 Asset Groups

ACID NEUTRALIZING SYS
AHU
AIR BLOWER
AIR COMPRESSOR
AIR DEHUMIDIFIER
AIR DRYER
AIR HUMIDIFIER
AMMONIA REFRIG SYS
AUTOCLAVE
AUTODOOR
BACKFLOW PREVENTER
BOILER
BUILDING FIRE SYSTEM
CENTRAL VACUUM EQUIPMENT
CHAIR LIFT
CHILLER
CLOTHES DRYER
COLD STORAGE ROOM
COMMERCIAL DISHWASHER
COMMERCIAL DISPOSAL
COMPACTOR-TRASH
CONDENSING UNIT
CONVEYING SYSTEM
COOKER/OVEN/STOVE
DEHUMIDIFIER
DESCALER
DOCK LIFT
DOOR-OVERHEAD
DRINKING FOUNTAIN
DUST COLLECTOR
ELECTRIC GATE
ELECTRICAL DISTRIBUTION
ELEVATOR
ENTHALPY WHEELS
ENVIRONMENTAL CHAMBER
ENVIRONMENTAL MONITORING
ESCALATOR
EXHAUST FAN
FAN COIL UNIT
FAN-RETURN
FAN-STAIR
FIRE BACKFLOW PREVENTER

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FIRE PANEL
FIRE PUMP
FOUNTAIN - OUTDOOR
GAS STORAGE TANK
GAS SYSTEM
GLYCOL FEED SYSTEM
HAND/HAIR DRYER
HEAT EXCHANGER
HOOD-VENT
ICE MACHINE
INCINERATOR
KITCHEN EQUIPMENT
LAB EQUIP WASHING SYSTEM
LAB FUME HOOD
LAB VACUUM/LAB AIR
LIFT-CRANE_HOIST
LIGHTNING PREDICTION
LOUVER
MEDICAL GAS SUPPLY SYS
MIXING VALVE
NAT-GAS-SYSTEM
NITROGEN GENERATOR
OVERHEAD DOOR
PACKAGED AIR CONDITIONER
PANELBOARDS
PLAYGROUND STRUCTURES
PUMP
PUMP-CIRC
PUMP-SUMP
RADIATOR
RESIDENTIAL DISHWASHER
RO WATER SYSTEM
ROOF SYSTEM
SOLAR PANEL
STOVE
STRAINER
SUPPLY AIR FAN
SURGEON SCRUB SINK
TANKLESS WATER HEATER
TNK-ACID
TNK-FUEL
TNK-GREASE
TRAP-PRIMER
UNIT HEATER

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UPS
 VACUUM EQUIPMENT
 VAV-FP
 VAV-NP
 VFD
 WALL SYSTEM
 WASHING MACHINE
 WATER FILTRATION SYSTEM
 WATER HEATER
 WATER TREATMENT
 WATER-DI
 WATER-RO
 WATER-SPECIAL
 WINDOW A/C UNIT

Table 02 Data Collection

Asset #	Floor	Location	Asset Group	Description	Manufacturer	Model	Serial #	Tag
175166	01	158	PANELBOARDS	MSA1 - Main Distribution Panel	SQUARE D	HCP	443 810 194 303 1000	MSA1 Main SB
175167	01	119.A	FIRE PANEL	Fire Alarm Main Panel	Siemens	XLS		NA
175171	01	137	VAV-FP	137, 138 Music Rooms	Price	SDV5-001	1318991-030-001	VAV 3-3
175172	01	141	VAV-FP	141 Game Room NNW	Price	SDV5-003	1318991-029-001	VAV 3-1
175173	01	141	VAV-FP	141 Game Room NNE	Price	SDV5-003	1318991-050-001	VAV 3-31
175174	01	141	VAV-FP	141 Game Room NE	Price	SDV5-004	1318991-049-001	VAV 3-32
175175	01	134	VAV-FP	134, 135, 136 Gaming Rooms	Price	SDV5-001	1318991-031-001	VAV 3-4
175176	01	132	VAV-FP	132, 133 Office Key storage	Price	SDV5-001	1318991-039-001	VAV 3-15
175177	01	151	VAV-FP	151 Gallery NW	Price	SDV5-005	1318991-040-001	VAV 3-16
175178	01	C130	VAV-FP	C130 Corridor	Price	SDV5-001	1318991-033-001	VAV 3-6
175179	01	130	VAV-FP	130, 131 Res Storage Copy	Price	SDV5-001	1318991-036-001	VAV 3-9
175180	01	129	VAV-FP	129 Conference	Price	SDV5-001	1318991-035-001	VAV 3-8
175181	01	128	VAV-FP	128 Breakroom	Price	SDV5-001	1318991-034-001	VAV 3-7
175182	01	141	VAV-FP	141 Game room NW	Price	SDV5-004	1318991-048-001	VAV 3-30
175183	01	124	VAV-FP	124, 125 Staff Offices	Price	SDV5-002	1318991-032-001	VAV 3-5
175184	01	122	VAV-FP	122, 123 Staff Offices	Price	SDV5-002	1318991-037-001	VAV 3-10
175185	01	C115	VAV-FP	C115 121 Corridor, Storage	Price	SDV5-003	1318991-041-001	VAV 3-17
175186	01	120	VAV-FP	120 Catering	Price	SDV5-004	1318991-038-001	VAV 3-12
175187	01	119	VAV-FP	119 Electrical	Price	SDV5-004	1341602-004-001	VAV 3-13
175188	01	118	VAV-FP	118 MDF	Price	SDV5-003	1341602-003-001	VAV 3-11
175189	01	151	VAV-FP	151 Gallery SW	Price	SDV5-005	1318991-044-001	VAV 3-24

Sample Photos



1416-28044-01



1416-28044-02



1416-28044-03

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be reused or recycled.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.03 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.04 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1.05 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of selective demolition activities with starting and ending dates for each activity.
- D. Predemolition photographs or video.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.06 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.07 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.08 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:

- a. All common space furnishings.
- b. Vending Machines.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- E. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.09 WARRANTY

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

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.03 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.04 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Maintain fire watch during and for at least 1 hour after flame-cutting operations.
 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 6. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area.

5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 062023 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Interior door trim.
- B. Related Requirements:
 - 1. Section 099113 "Painting" for priming and backpriming of interior finish carpentry.

1.02 REFERENCE STANDARDS

- A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).
- B. PS 1 - Structural Plywood; 2023.
- C. PS 20 - American Softwood Lumber Standard; 2025.

1.03 ACTION SUBMITTALS

- A. Product Data Submittals: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.
- B. Samples: For each exposed product and for each color and texture specified.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.
 - 1. Protect materials from weather by covering them with waterproof sheeting, securely anchored.
 - 2. Provide for air circulation around stacks and under coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions comply with requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas.

1.05 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet-work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
 - 1. Indications that materials are wet or moisture-damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or blotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp from the grading agency.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.

2.02 INTERIOR TRIM

- A. Lumber Trim for Opaque Finish (Painted Finish):
 - 1. Species and Grade:
 - a. White woods; WWPA 1 Common.
 - b. Douglas fir-larch or Douglas fir south; NLGA, WCLIB, or WWPA Superior or C & Btr finish.
 - c. Spruce-pine-fir; NeLMA, NLGA, WCLIB, or WWPA 1 Common.
 - 2. Maximum Moisture Content for Softwoods: 15 percent.
 - 3. Maximum Moisture Content for Hardwoods: 13 percent.
 - 4. Finger Jointing: Allowed.
 - 5. Face Surface: Surfaced (smooth).
 - 6. Optional Material: Primed MDF of same actual dimensions as lumber indicated may be used in lieu of lumber.
 - 7. Trim Profile Pattern: Match existing door frame trim.

2.03 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.

2.04 FABRICATION

- A. Back out or kerf backs of the following members, except those with ends exposed in finished work:
 - 1. Interior standing and running trim.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.03 INSTALLATION, GENERAL

- A. Do not use materials that are unsound; warped; improperly treated or finished; inadequately seasoned; too small to fabricate with proper jointing arrangements; or with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 4. Install to tolerance of 1/8 inch (3.18 mm) in 96 inches (2438.4 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.04 INSTALLATION OF INTERIOR TRIM

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
 - 1. Do not use pieces less than 24 inches (609.6 mm) long, except where necessary.
 - 2. Stagger joints in adjacent and related standing and running trim.
 - 3. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
 - 4. Use scarf joints for end-to-end joints.
 - 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 - 6. Install trim after gypsum-board joint finishing operations are completed.
 - 7. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
 - 8. Fasten to prevent movement or warping.
 - 9. Countersink fastener heads on exposed carpentry work and fill holes.

3.05 ADJUSTING

- A. Replace interior finish carpentry that is damaged or does not comply with requirements.

1. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

3.06 CLEANING

- A. Clean interior finish carpentry on exposed and semi-exposed surfaces.
- B. Restore damaged or soiled areas and touch up factory-applied finishes if any.

3.07 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062023

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Acoustic Slat Wood Wall Panels (WT2).
 - 2. Shiplap Siding (WT2).

1.02 ACTION SUBMITTALS

- A. Product Data Submittals: For each type of factory-fabricated product. Indicate materials, dimensions, profiles, textures, and colors and include construction and application details.
- B. Samples: For each exposed product and for each color and texture specified.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers between each bundle to provide air circulation or as directed by manufacturer.
 - 1. Protect materials from weather by covering them with waterproof sheeting, securely anchored.
 - 2. Provide for air circulation around stacks and under coverings.
- B. Deliver paneling only when environmental conditions comply with requirements specified for installation areas. If paneling must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas.

1.04 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install paneling until building is enclosed and weatherproof, wet-work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Do not install paneling that is wet, moisture damaged, or mold damaged.
 - 1. Indications that materials are wet or moisture-damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.01 SLAT WALL PANELING (WT2)

- A. Pre-finished High-Density Fiberboard (HDF)
- B. Size: 96" high x 48" wide x 5/16" thick.
- C. Finish: Natural Oak Finish.
- D. Board Joint Type: Square Edge.
- E. Installation Type: Fully Bonded Adhesive, Glue.

- F. **Basis of Design: Natural Oak Slat Wall Decorative Paneling, Model Number WSP5548 as manufactured by Eucatex North America, 11475 Great Oaks Way, Suite 310, Alpharetta, GA 30022 (678) 624-016 <https://www.eucatex.com/br/en/> or equivalent product by another manufacturer approved by Architect.**

2.02 SHIPLAP SIDING (WT1)

- A. Pre-finished High-Density Fiberboard (HDF)
- B. Size: 96" high x 48" wide x 7/32" thick.
- C. Finish: White, paintable.
- D. Board Joint Type: Square Edge, Nickel Gap.
- E. Installation Type: Fully Bonded Adhesive.
- F. **Basis of Design: White Nickel Gap Shiplap Paneling, Model Number HDDPSW48 as manufactured by Eucatex North America, 11475 Great Oaks Way, Suite 310, Alpharetta, GA 30022 (678) 624-016 <https://www.eucatex.com/br/en/> or equivalent product by another manufacturer approved by Architect.**

2.03 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Adhesive and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine paneling before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.03 INSTALLATION, GENERAL

- A. Do not use materials that are unsound; warped; improperly treated or finished; inadequately seasoned; too small to fabricate with proper jointing arrangements; or with defective surfaces, sizes, or patterns.
- B. Install in accordance with manufacturer's instructions. Install interior paneling level, plumb, true, and aligned with adjacent materials.

1. Install to tolerance of 1/8 inch (3.18 mm) in 96 inches (2438.4 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
2. Coordinate interior paneling with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate paneling.

3.04 CLEANING

- A. Clean paneling on exposed and semi-exposed surfaces.
- B. Restore damaged or soiled areas and touch up factory-applied finishes if any.

3.05 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace paneling that is wet, moisture damaged, and mold damaged.
 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 064023

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Plastic-laminate-clad architectural cabinets.
 - 2. Cabinet hardware and accessories.
 - 3. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood furring, blocking, shims and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.
 - 2. Section 123661.16 "Solid Surfacing Countertops".

1.02 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2022.
- B. ANSI A208.2 - Medium Density Fiberboard (MDF) for Interior Applications; 2022.
- C. BHMA A156.9 - Cabinet Hardware; 2020.
- D. BHMA A156.11 - American National Standard for Cabinet Locks; 2019.
- E. BHMA A156.16 - Standard for Auxiliary Hardware; 2023.
- F. BHMA A156.18 - Standard for Materials and Finishes; 2020.
- G. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 3. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural plastic-laminate cabinets.
- C. Samples for Initial Selection:
 - 1. Plastic Laminates.
 - 2. PVC edge material.
 - 3. Thermoset decorative panels.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1.06 FIELD CONDITIONS

- A. Environmental Limitations with Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 43 and 70 percent during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurement on Shop Drawings.
 - 2. Provide allowance for trimming at site and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.01 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
 - 1. Reveal Dimension: 1/2 inch (12.7 mm).
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Formica Corporation.
 - b. Wilsonart LLC.
- F. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade HGS.
 - 4. Edges: PVC edge banding, 0.12 inch (3 mm) thick, matching laminate in color, pattern, and finish.
 - 5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.

- G. Materials for Semi-Exposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade CLS.
 - a. Edges of Plastic Laminate Shelves: PVC edge banding, 0.12-inch thick, matching laminate in color, pattern and finish.
 - 2. Drawer Sides and Backs: Thermoset decorative panels with PVC edge banding.
 - 3. Drawer Bottoms: Thermoset decorative panels.
- H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
 - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints.
- I. Countertops
 - 1. Solid Surfacing Countertops: Where indicated on drawings. Refer to 123661.16 "Solid Surfacing Countertops".
- J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As indicated on the Room Finish Schedule.

2.02 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 8 to 13 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 - 2. Particleboard (Medium Density): ANSI A208.1, Grade M-2.
 - 3. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8 and 3.10.

2.03 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 00 "Door Hardware."
- B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening.
- C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.
 - 1. Amerock BP36571G10 Monument 5-1/16 inch (129 mm) Center to Center Pull
 - 2. Finish: Satin Nickel.
- D. Catches: Push-in magnetic catches, ANSI/BHMA A156.9, B03131.
- E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.
- F. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.

- G. Drawer Slides: ANSI/BHMA A156.9.
 - 1. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
 - a. Type: Full extension.
 - b. Material: Zinc-plated ball bearing slides.
- H. Door Locks: ANSI/BHMA A156.11, E07121.
- I. Drawer Locks: ANSI/BHMA A156.11, E07041.
- J. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- K. Grommets for Cable Passage: 2-inch OD, molded-plastic grommets and matching plastic caps with slot for wire passage where indicated on the drawings, 3'-0" o.c. minimum.
 - 1. Color: as selected by Architect from Manufacturer's full line of colors.
- L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
 - 1. Satin Stainless Steel: ANSI/BHMA 630.
- M. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.04 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesives: Do not use adhesives that contain urea formaldehyde.
- D. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.05 FABRICATION

- A. Fabricate cabinets to dimensions, profiles and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify the Architect seven days in advance of the dates and times woodwork fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.
- B. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch (3.18 mm) in 96 inches (2438.4 mm) using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (406.4 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips.

3.02 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where it is not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean cabinets on exposed and semi-exposed surfaces.

END OF SECTION 064116

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing manufacturer's full range of colors available for selection.
- C. Executed manufacturer's and installer's warranties.

1.04 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide manufacturer's warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints:
 - a. Seal the following joints:
 - 1) Wall expansion and control joints.
 - 2) Joints between doors, windows, and other frames or adjacent construction.
 - 3) Joints between different exposed materials.
 - 2. Interior Joints:
 - a. Seal the following joints:

- 1) Joints between door frames and window frames and adjacent construction.
 - 2) In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, and piping penetrations.
 - 3) In sound-rated wall and ceiling assemblies, seal joints between wall assemblies and ceiling assemblies; between wall assemblies and other construction; between ceiling assemblies and other construction.
3. Do Not Seal:
- a. Intentional weep holes in masonry.
 - b. Joints indicated to be covered with expansion joint cover assemblies.
 - c. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
 - d. Joints where sealant installation is specified in other sections.
 - e. Joints between suspended ceilings and walls.
- B. Exterior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
- C. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
1. Floor Joints in Wet Areas: Nonsag polyurethane traffic-grade sealant suitable for continuous liquid immersion.
 2. Joints between Tile in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, and food processing areas; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.

2.02 NONSAG JOINT SEALANTS

- A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: White.
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Color: To be selected by Architect from manufacturer's full range.
- C. Nonsag Traffic-Grade Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion and traffic without the necessity to recess sealant below traffic surface.
1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Hardness Range: 20 to 30, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Architect from manufacturer's standard range.

2.03 ACCESSORIES

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.

- B. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- C. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION 079200

SECTION 093000 - TILING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Non-ceramic trim.

1.02 REFERENCE STANDARDS

- A. ANSI A108.19 - American National Standard Specifications for Interior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs by the Thin-Bed Method Bonded with Modified Dry-Set Cement Mortar or Improved Modified Dry-Set Cement Mortar; 2020.
- B. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2021.
- C. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2023.
- D. ANSI A118.12 - American National Standard Specifications for Crack Isolation Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2014 (Reaffirmed 2024).
- E. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2022.
- F. ANSI A326.3 - American National Standard Test Method for Measuring Dynamic Coefficient of Friction of Hard Surface Flooring Materials; 2021.
- G. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2018 (Reapproved 2023).
- H. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2025.
- I. TCNA (HB-GP) - Handbook for Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs Installation; 2023.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, and setting details.

1.04 FIELD CONDITIONS

- A. Maintain ambient and substrate temperature above 50 degrees F (10 degrees C) and below 100 degrees F (38 degrees C) during installation and curing of setting materials.

PART 2 - PRODUCTS

2.01 TILE

A. Porcelain Mosaic Tile, Type TL1:

1. Basis of Design Product:
 - a. Dal-Tile Corporation; Color Wheel Mosaic: www.daltile.com/#sle.
2. Moisture Absorption: < 3.0 as tested in accordance with ASTM C373.
3. Target DCOF wet: greater than or equal to 0.42 in accordance with ANSI A137.1 -ANSI A326.3 .
4. Product Number: 0709.
5. Size: 1.5 by 1.5 inch (38.1 by 38.1 mm)hexagon, nominal.
6. Shape: Hexagon.
7. Surface Finish: Matte glazed.
8. Color: Architectural Gray.

B. Porcelain Tile Wall Base, Type TLB1

1. Basis of Design Product: Daltile; a brand of Dal-Tile Corporation.
2. Product Number: 0709.
3. Size: 4 by 12 inch (101.6 x 304.8 mm).
4. Shape: Flat top cove base.
5. Surface Finish: Matt glazed.
6. Color: Architectural Gray.

C. Glazed Ceramic Wall Tile, Type TL2:

1. Basis of Design Product: Daltile; a brand of Dal-Tile Corporation; Color Story Wall
2. Size: 4 by 8 inch (101.6 by 203.2 mm), nominal.
3. Thickness: 3/8 inch (9.5 mm).
4. Face: Pattern of design indicated, with manufacturer's standard edges.
5. Surface Finish: Gloss.
6. Color: Navy K189.
7. Pattern: Stacked Horizontal.
8. Trim Units: Matching "Jolly" trim at top of 5 foot wainscot.

2.02 FINISHING AND EDGE PROTECTION

- A. General: Furnish and install edge protection profiles for tiled edges and outside corners of tiled surfaces where indicated on drawings. Comply with Texas Accessibility Standards.
- B. Edge Protection Profiles: 1/2" high, satin anodized aluminum.
 1. Basis of Design:
 - a. At all outside corner transitions from tile to tile and at all top edging for wainscots: Install Schluter Systems QUADec Finishing and edge protection profiles with a squared reveal surface.
 - b. At all transitions from LVT flooring to concrete, at all transitions from tile to LVT flooring and at all transitions from tile to concrete: Install Schluter Systems RENO-U Tile Floor Edging Profile.
 - c. At all transitions from tile to carpet flooring: Install Schluter Systems RENO-TK Tile Floor Edging Profile.

2. Finish: as selected by Architect from Manufacturer's full line of colors and textures.
3. Profiles: End cap, outside or inside corner and floor transition profiles as selected by Architect from manufacturer's full selection of profile types.

2.03 SETTING MATERIALS

- A. Water-Cleanable, Tile-Setting Epoxy: ANSI A118.3.
- B. Provide setting and grout materials from same manufacturer.

2.04 GROUTS

- A. Provide setting and grout materials from same manufacturer.
- B. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
 1. Color: As indicated on drawings.
 2. Products:
 - a. ARDEX Engineered Cements; ARDEX WA: www.ardexamericas.com/#sle.
 - b. Custom Building Products; CEG-IG 100% Solids Industrial Grade Epoxy Grout: www.custombuildingproducts.com/#sle.
 - c. LATICRETE International, Inc; LATICRETE SPECTRALOCK PRO Premium Grout: www.laticrete.com/#sle.
 - d. Mapei Corporation; Kerapoxy CQ: www.mapei.com/#sle.
 - e. Merkrete, by Parex USA, Inc; Merkrete Pro Epoxy: www.merkrete.com/#sle.
 - f. Sika Corp; SikaTile 825 Epoxy: www.sika.com/#sle.
 - g. Southern Grouts & Mortars, Inc.
 - h. Summitville Tiles, Inc.
 - i. Substitutions: See Section 016000 - Product Requirements.

2.05 ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Manufacturer's standard product complying with ANSI A118.12 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
 1. Crack Resistance: No failure at 1/8 inch (3.2 mm) gap, minimum.
 2. Fluid or Trowel Applied Type:
 - a. Material: Synthetic rubber or elastomeric polymer and fabric reinforcement.
 - b. Thickness: 20 mils (0.5 mm), maximum.
- B. Waterproofing Membrane: Manufacturer's standard product, specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10. Include reinforcement and accessories recommended by manufacturer.
 1. Crack Resistance: No failure at 1/16-inch (1.6 mm) gap, minimum; comply with ANSI A118.12.
 2. Fluid or Trowel Applied Type:
 - a. Material: Synthetic rubber or elastomeric polymer.
 - b. Thickness: 25 mils (0.6 mm), minimum, dry film thickness.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify subfloor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive tile.
- B. Verify wall surfaces are smooth and flat within tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that subfloor surfaces are dust free and free of substances that could impair bonding of setting materials to subfloor surfaces.

3.02 PREPARATION

- A. Vacuum clean surfaces and damp clean.
- B. Seal substrate surface cracks with filler.
- C. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.20, manufacturer's instructions, and TCNA (HB) or TCNA (HB-GP) recommendations, as applicable.
- B. Lay tile to pattern indicated on drawings. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
 - 1. Glazed Wall Tile: 1/16 inch.
 - 2. Porcelain Tile: 3/16 inch.
- F. Form internal angles square and external angles bullnosed.
- G. Install non-ceramic trim in accordance with manufacturer's instructions. Provide aluminum finishing and edge protection where indicated on drawings.
- H. Sound tile after setting. Replace hollow sounding units.
- I. Keep control and expansion joints free of mortar, grout, and adhesive.
- J. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, on ground, with standard grout, unless otherwise indicated on drawings.

1. Where epoxy bond coat and grout are indicated on drawings, install in accordance with TCNA (HB) Method F131.
2. Where epoxy or furan grout is indicated on drawings, but not epoxy or furan bond coat, install in accordance with TCNA (HB) Method F115.

3.05 INSTALLATION - WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.
- B. Over coated glass mat backer board on studs, install in accordance with TCNA (HB) Method W245.
- C. Over interior concrete and masonry, install in accordance with TCNA (HB) Method W202I, thin-set with dry-set or latex-Portland cement bond coat.

3.06 CLEANING

- A. Clean tile and grout surfaces.

3.07 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION 093000

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SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Vinyl base.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.01 VINYL BASE (VWB-1)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite; a Tarkett Company; vinyl base or comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. Flexco.
 - 3. Roppe Corporation.
 - 4. VPI Corporation.
 - 5. Johnsonite; a Tarkett company.
- B. Product Standard: ASTM F 1861, Type TV (vinyl, thermoplastic).
 - 1. Style and Location:
 - a. Style A, Straight: Provide in areas with carpet.
 - b. Style B, Cove: Provide in areas with resilient floor coverings or concrete flooring.
- C. Minimum Thickness: 0.080 inch (2.03 mm).
- D. Height: 4 inches (101.6 mm).
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors and Patterns: #80 Fawn.

2.02 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

2.03 THRESHOLD TRANSITION STRIPS

- A. General: Furnish and install transition strips as required to provide transition between adjacent floor finishes.
- B. Transition Strips: Satin anodized aluminum.
 - 1. Basis of Design: At all transitions from LVT flooring to concrete and at all transitions from ceramic tile to LVT flooring: Install **Schluter Systems RENO-U Floor Edging Profile**. Comply with Texas Accessibility Standards.
 - 2. Finish: as selected by Architect from Manufacturer's full line of colors and textures.
 - 3. Profiles: Same-height transition or sloped transition strips as required by adjacent floor surfaces.
 - a. Profile type as selected by Architect from manufacturer's full selection of profile types.
 - b. Comply with the Texas Accessibility Standards.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.02 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
 - 1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76.2 mm) in length.
 - a. Miter or cope corners to minimize open joints.

3.03 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.04 THRESHOLD TRANSITION STRIP INSTALLATION

- A. Install where exposed edge of floor finish meets carpet, wood, or other flooring that finishes flush with or below top of floor finish and no threshold is indicated.
- B. Secure to subfloor in accordance with manufacturer's recommendations.
- C. Sloped transition strips shall comply with the Texas Accessibility Standard.

3.05 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Solid vinyl floor tile.

1.02 REFERENCE STANDARDS

- A. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine; 2025.
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2023.
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.
- D. ASTM F1700 - Standard Specification for Solid Vinyl Floor in Modular Format such as Tile(s) or Plank(s); 2025.
- E. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2023.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and pattern specified.

1.04 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Slip Resistance: For resilient floor tile, as determined by testing identical products according to ASTM D2047 by a qualified testing agency.
 - 1. Recommended static coefficient of friction for ADA walking surfaces and accessible routes: not less than 0.6

2.02 SOLID VINYL FLOOR TILE - RF1 (BASE BID)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Mohawk Group, Hot and Heavy II, Secoya 2.5, Style No. C2103, Luxury Vinyl Tile or comparable product by one of the following:
 - 1. Tarkett.
 - 2. Armstrong Flooring, Inc.
- B. Tile Standard: Class ASTM F1700.
- C. Overall Thickness: 0.1 inch (2.5 mm).
- D. Wear Layer: 20 mil (0.508 mm).
- E. Size: 7 inches (177.8 mm) W x 48 inches (1219.2 mm) L.
- F. Collection: Secoya 2.5.
- G. Style Number: C2103.
- H. Color: Sandy Oak 818.
- I. Installation Method: Varies, See Drawings.

2.03 SOLID VINYL FLOOR TILE - RF1 (BID ALTERNATE 2)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Mohawk Group, Hot and Heavy II, Secoya 5.0, Style No. C2104, Luxury Vinyl Tile or comparable product by one of the following:
 - 1. Tarkett.
 - 2. Armstrong Flooring, Inc.
- B. Tile Standard: Class ASTM F1700.
- C. Overall Thickness: 0.2 inch (5 mm).
- D. Wear Layer: 20 mil (0.508 mm).
- E. Size: 10 inches (254 mm) W x 59 inches (1498.6 mm) L.
- F. Collection: Secoya 5.
- G. Style Number: C2104.
- H. Color: Sandy Oak 818.
- I. Installation Method: Varies, See Drawings.

2.04 SOLID VINYL FLOOR TILE – RF2 (BASE BID)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Mohawk Group, Hot and Heavy II, Secoya 2.5, Style No. C2103, Luxury Vinyl Tile or comparable product by one of the following:
 - B. Tarkett.
 - C. Armstrong Flooring, Inc.
- D. Tile Standard: Class ASTM F1700.
- E. Overall Thickness: 0.1 inch (2.5 mm).
- F. Wear Layer: 20 mil (0.508 mm).

- G. Size: 7 inches (177.8 mm) W x 48 inches (1219.2 mm) L.
- H. Collection: Secoya 2.5.
- I. Style Number: C2103.
- J. Color: Phantom Oak 738.
- K. Installation Method: Varies, See Drawings.

2.05 SOLID VINYL FLOOR TILE – RF2 (BID ALTERNATE 2)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Mohawk Group, Hot and Heavy II, Secoya 5, Style No. C2104, Luxury Vinyl Tile or comparable product by one of the following:
 - B. Tarkett.
 - C. Armstrong Flooring, Inc.
 - D. Tile Standard: Class ASTM F1700.
 - E. Overall Thickness: 0.2 inch (5 mm).
 - F. Wear Layer: 20 mil (0.508 mm).
 - G. Size: 10 inches (254 mm) W x 59 inches (1498.6 mm) L.
 - H. Collection: Secoya 5.
 - I. Style Number: C2104.
 - J. Color: Phantom Oak 738.
 - K. Installation Method: Varies, See Drawings.

2.06 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 3. Test concrete substrate for moisture as recommended by manufacturer.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

- D. Do not install floor tiles until materials are at the same temperature as space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.02 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles in pattern as directed by Architect.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles in pattern of colors and sizes indicated by Architect.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
 - 1. Apply number of coats as recommended by Manufacturer.

END OF SECTION 096519

SECTION 097200 - WALL COVERINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Textile wall covering.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.
- B. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015, with Editorial Revision (2021).
- C. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2024.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data on physical characteristics, durability, fade resistance, and fire-test-response characteristics.
- B. Samples for Initial Selection: For each type of wall covering.
- C. Product Schedule: For wall coverings. Use same designations indicated on Drawings.

1.04 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each wall covering, for tests performed by a qualified testing agency.

1.05 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For wall coverings to include in maintenance manuals.

1.06 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same production run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Wall-Covering Materials: For each type, color, texture, and finish, full width by length to equal to 5 percent of amount installed.

1.07 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for installation.
 - 1. Build mockups for each type of wall covering on each substrate required. Comply with requirements in ASTM F1141 for appearance shading characteristics.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.08 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and HVAC system is operating and maintaining ambient temperature and humidity conditions at levels intended for occupants after Project completion during the remainder of the construction period.
- B. Lighting: Do not install wall covering until lighting that matches conditions intended for occupants after Project completion is provided on the surfaces to receive wall covering.
- C. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates in accordance with test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 10 or less.
 - b. Smoke-Developed Index: 10 or less.
 2. Fire-Growth Contribution: No flashover and heat and smoke release when tested in accordance with NFPA 286.

2.02 TEXTILE WALL COVERING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Colour & Design; Tidal Creek or comparable product approved by the Architect.
- B. Description: Provide wall coverings in rolls from same production run and that comply with the following:
 1. Wallcoverings Association's W-101: Type II, Medium Duty (Polymer Coated).
- C. Test Responses:
 1. Mildew Resistance: Rating of zero or 1 when tested in accordance with ASTM G21.
- D. Total Weight: 20 oz./LY (3.3 oz./SQ), excluding coatings.
- E. Width: 53/54 inches (24.93 mm).
- F. Repeat: Horizontal 52" x Vertical 24".
- G. Applied Backing Material: Non-Woven.
- H. Features:
 1. Stain-Resistant Coating: Aqua-Clear Water-Based Top Coat.
 2. Antimicrobial.

3. Phthalate free.
 4. Heavy-metals free.
 5. Printed with low VOC inks.
- I. Colors, Textures, and Patterns:
1. WC1: Tidal Creek CD2-TDC-07 "Ink Drip".
 2. WC2: Tidal Creek CD2-TDC-04 "Morning Shower".

2.03 ACCESSORIES

- A. Adhesive: Mildew-resistant, nonstaining adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation surfaces being true in plane and vertical and horizontal alignment, maximum moisture content, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, and mildew.
- C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.
1. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.
 2. Gypsum Board: Apply primer/sealer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
- D. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.
- E. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.03 INSTALLATION OF WALL COVERING

- A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.
- B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.
- C. Install strips in same order as cut from roll.
1. Non-Reversible.
- D. Install wall covering without lifted or curling edges and without visible shrinkage.

- E. Match pattern 52 inches (1320.8 mm) above the finish floor.
- F. Install seams vertical and plumb at least 6 inches (152.4 mm) from outside corners and 6 inches from inside corners unless a change of pattern or color exists at corner. Horizontal seams are not permitted.
- G. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.
- H. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

3.04 CLEANING

- A. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended in writing by wall-covering manufacturer.
- C. Replace strips that cannot be cleaned.
- D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 097200

SECTION 099113 - PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.02 SUMMARY

- A. This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified under other sections.
- B. Paint exposed surfaces whether or not colors are designated in "schedules," except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
 - 1. Painting includes field painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
- C. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
 - 1. Prefinished items not to be painted include the following factory-finished components:
 - a. Architectural woodwork and casework.
 - b. Finished mechanical and electrical equipment.
 - c. Light fixtures.
 - d. Switchgear.
 - e. Distribution cabinets.
 - 2. Concealed surfaces not to be painted include wall or ceiling surfaces in the following generally inaccessible areas:
 - a. Foundation spaces.
 - b. Furred areas.
 - c. Utility tunnels.
 - d. Pipe spaces.
 - 3. Finished metal surfaces not to be painted include:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper.
 - e. Bronze.
 - f. Brass.
 - 4. Operating parts not to be painted include moving parts of operating equipment such as the following:

- a. Valve and damper operators.
 - b. Linkages.
 - c. Sensing devices.
 - d. Motor and fan shafts.
5. Labels: Do not paint over Underwriter's Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. Related Sections: The following sections contain requirements that relate to this section:
1. Division 5 Section "Structural Steel" for shop priming structural steel.
 2. Division 5 Section "Metal Fabrications" for shop priming ferrous metal.
 3. Division 8 Section "Steel Doors and Frames" for shop priming steel doors and frames.

1.03 DEFINITIONS

- A. "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- B. Standard coating terms in accordance with ASTM D523.
1. Gloss Level 1 (Flat): Not more than 5 units at 60 degrees and 10 units at 85 degrees, in accordance with ASTM D523.
 2. Gloss Level 3 (Eggshell): 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.
 3. Gloss Level 4 (Satin): 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, in accordance with ASTM D523.
 4. Gloss Level 5 (Semi-Gloss): 35 to 70 units at 60 degrees, in accordance with ASTM D523.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D523 - Standard Test Method for Specular Gloss; 2025.

1.05 SUBMITTALS

- A. Product Data: Manufacturer's technical information, label analysis, and application instructions for each material proposed for use.
1. List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
 2. VOC content.
- B. Samples for verification purposes: Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
1. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.
 2. Submit samples on the following substrates for the Architect's review of color and texture only:

- a. Concrete: Provide two 4-inch-square samples for each color and finish.
- b. Concrete Masonry: Provide two 4- by-8-inch samples of masonry, with mortar joint in the center, for each finish and color.
- c. Painted Wood: Provide two 12- by 12-inch samples of each color and material on hardboard.
- d. Ferrous Metal: Provide two 4-inch-square samples of flat metal and two 8-inch-long samples of solid metal for each color and finish.

1.06 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- B. Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 1. Notify the Architect of problems anticipated using the materials specified.
- C. Field Samples: On wall surfaces and other exterior and interior components, duplicate finishes of prepared samples. Provide full- coat finish samples on at least 100 sq. ft. of surface until required sheen, color and texture are obtained; simulate finished lighting conditions for review of in-place work.
 1. Final acceptance of colors will be from job-applied samples.
 2. The Architect will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted. Apply coatings in this room or surface in accordance with the schedule or as specified. After finishes are accepted, this room or surface will be used for evaluation of coating systems of a similar nature.
- D. Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 1. Proprietary names used to designate colors or materials are not intended to imply that products named are required or to exclude equal products of other manufacturers.
 2. Federal Specifications establish a minimum quality level for paint materials, except where other product identification is used. Provide written certification from the manufacturer that materials provided meet or exceed these criteria.
 3. Products that comply with qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to the Architect. Furnish material data and manufacturer's certificate of performance to Architect for proposed substitutions.
- E. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Dry-Fog Coatings: 400 g/L.
 4. Primers, Sealers, and Undercoaters: 200 g/L.

5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
 1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Federal Specification number, if applicable.
 4. Manufacturer's stock number and date of manufacture.
 5. Contents by volume, for pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees Fahrenheit (7.22 degrees Celsius). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.08 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees Fahrenheit (10 degrees Celsius) and 90 degrees Fahrenheit (32.22 degrees Celsius).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees Fahrenheit (7.22 degrees Celsius) and 95 degrees Fahrenheit (35 degrees Celsius).
- C. Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees Fahrenheit (-15 degrees Celsius) above the dew point, or to damp or wet surfaces.
 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

1. Benjamin Moore and Co. (Moore).
2. PPG Architectural Finishes, Inc. (PPG).
3. Pratt and Lambert (P & L).
4. The Sherwin-Williams Company (S-W).

2.02 MASONRY BLOCK FILLER

- A. High-Performance Latex Block Filler: Heavy-duty latex block fillers used for filling open textured interior and exterior concrete masonry block before application of top coats:
1. PPG: Speedhide Interior/Exterior Masonry Hi fill Latex Block Filler 6-15XI.
 2. S-W: Prep Rite Block Filler B25W25.

2.03 PRIMERS

- A. Exterior Primer Coating: Exterior latex wood primer used for priming mineral-fiber-reinforced cement panels under a flat acrylic emulsion finish:
1. PPG: Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer 17-921XI
 2. S-W: Exterior Latex Primer
- B. Interior Masonry Latex-Based Paint: Alkali-resistant paint used as a primer over concrete and masonry under flat and semigloss enamel:
1. PPG: Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer 17-921XI
 2. S-W: Loxon Concrete & Masonry Primer, A24W8300.
- C. Interior Flat Latex-Based Paint: Flat latex paint used as a primer on plaster under flat, semigloss, and full-gloss alkyd finishes:
1. PPG: Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer 17-921XI
 2. S-W: Premium Wall and Wood Primer, B28W8111.
- D. Latex-Based Interior White Primer: Latex-based primer coating used on interior gypsum drywall under a flat latex paint or an alkyd semigloss enamel.
1. PPG: Speedhide Interior Quick-Drying Latex Sealer 6-2
 2. S-W: Pro Green 200 Latex Wall Primer.
- E. Synthetic, Rust-Inhibiting Primer: Quick-drying, rust-inhibiting primer for priming ferrous metal on the exterior under full-gloss and flat alkyd enamel and on the interior under flat latex paint or odorless alkyd semigloss or alkyd gloss enamels:
1. PPG: Pitt-Tech Plus EP Waterborne Acrylic Primer/Finish 90-1908 Series
 2. S-W: Pro Cryl Universal Metal Primer B66W310.
- F. Galvanized Metal Primer: Primer used to prime interior and exterior zinc-coated (galvanized) metal surfaces:
1. PPG: Pitt-Tech Plus EP Waterborne Acrylic Primer/Finish 90-1908 Series
 2. S-W: Pro Cryl Universal Metal Primer B66W310.

2.04 UNDERCOAT MATERIALS

- A. Interior Enamel Undercoat: Ready-mixed enamel for use as an undercoat over wood and hardboard under an odorless alkyd semigloss enamel or full gloss alkyd enamel:
1. PPG: Speedhide Interior Quick-Dry Latex Sealer 6-2
 2. S-W: Premium Wall & Wood Primer, B28W8111.

- B. Interior Enamel Undercoat: Ready-mixed enamel for use as an undercoat over a primer on ferrous or zinc-coated metal under an interior alkyd semigloss enamel or a full-gloss alkyd enamel:
 - 1. PPG: Pitt - Tech Plus EP Waterborne Acrylic Primer/Finish 90-1908 Series
 - 2. S-W: Premium Wall & Wood Primer, B28W8111.

2.05 EXTERIOR FINISH PAINT MATERIAL

- A. Exterior Acrylic Emulsion: Quick-drying, flat (Gloss Level 1), acrylic paint for use on the exterior over concrete, stucco, masonry (including concrete masonry block), and mineral-fiber-reinforced cement-panel surfaces:
 - 1. PPG: Sunproof Exterior 100% Acrylic Latex Flat 72-45XI Series
 - 2. S-W: A-100 Acrylic Latex Flat Exterior Finish A- 6 Series.
- B. Exterior Semi-transparent Oil Stain: Semi-transparent oil based exterior wood stains:
 - 1. PPG: Olympic Maximum Sealant + Stain in One 79550
 - 2. S-W: WoodScapes Semi-Transparent Polyurethane Exterior Stain (A15T5).
- C. Exterior Gloss Level 5 Enamel: Full-Gloss Alkyd enamel for use over prime-coated ferrous metal:
 - 1. PPG: HPC Urethane Alkyd Enamel Semi-Gloss 4336H Series. Applied Dry Film Thickness: 2.0 mils (0.0508 mm) min.
 - 2. S-W: Industrial Alkyd Urethane B54W150.

2.06 INTERIOR FINISH PAINT MATERIAL

- A. Latex-Based Interior Semi-Gloss Paint: Ready-mixed, latex-based paint for use as a semi-gloss finish over concrete and masonry surfaces, including filled concrete masonry block, mineral-fiber-reinforced cement panels, and plaster and over prime-coated gypsum drywall, ferrous metal, and zinc-coated (galvanized) metal surfaces:
 - 1. PPG: Speedhide Zero Interior Latex Semi-Gloss 6-5510 Series
 - 2. S-W: Pro Mar 200 Zero VOC Semigloss Wall Paint.
- B. Interior Semigloss Odorless Acrylic Paint: Ready-mixed, low-odor interior semigloss acrylic enamel for use over concrete, masonry, and plaster wood, hardwood, gypsum drywall, and metal surfaces:
 - 1. PPG: Pitt-Tech Plus Semi-Gloss HP Waterborne Acrylic 90-1610 Series
 - 2. S-W: Pro Industrial 0 VOC Acrylic Egg-Shell.
- C. Latex-based, Interior Flat Paint: Ready-mixed, latex based paint for use over acoustical plaster surfaces and as a "size" on cotton or canvas covering over insulation:
 - 1. PPG: Speedhide Zero Interior Latex Flat 6-5110
 - 2. S-W: Pro Mar 200 Zero VOC Flat Wall Paint, B30W2600 Series.
- D. Exposed Steel Roof Structure and Acoustical Tectum Panels: 2 coats with total dry film thickness not less than 4 mils (0.1016 mm).
 - 1. Two Coats: PPG Speedhide Super Tech WB Interior Latex Dry Fog Flat, 6-725XI Series.
 - 2. Two Coats: S-W Low VOC Waterborne Acrylic Dryfall, B42W00081.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.
 - 1. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.02 PREPARATION

- A. General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
 - 1. Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- B. Surface Preparation: Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing of problems anticipated with using the specified finish-coat material with substrates primed by others.
 - 2. Cementitious Materials: Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Use abrasive blast-cleaning methods if recommended by the paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If
 - c. surfaces are sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
 - d. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, and rinse; allow to dry and vacuum before painting.
 - 3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

- b. Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 - c. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
 - d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.
4. Ferrous Metals: Clean nongalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.
- a. Blast steel surfaces clean as recommended by the paint system manufacturer and in accordance with requirements of SSPC specification SSPC-SP 10.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.
5. Galvanized Surfaces: Clean galvanized surfaces with non- petroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods. Test adhesion prior to full application.
- C. Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.
1. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 3. Use only thinners approved by the paint manufacturer, and only within recommended limits.
- D. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.03 APPLICATION

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 1. Paint colors, surface treatments, and finishes are indicated in "schedules."
 2. Provide finish coats that are compatible with primers used.

3. The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
 4. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
 5. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.
 6. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
 7. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, nonspecular black paint.
 8. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 9. Finish interior of wall and base cabinets and similar field- finished casework to match exterior.
 10. Finish exterior doors on tops, bottoms, and side edges same as exterior faces.
 11. Sand lightly between each succeeding enamel or varnish coat.
 12. Omit primer on metal surfaces that have been shop-primed and touch up painted.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- D. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- E. Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms and in occupied spaces.
- F. Mechanical items to be painted include but are not limited to:
1. Piping, pipe hangers, and supports.
 2. Heat exchangers.
 3. Tanks.
 4. Ductwork.
 5. Insulation.
 6. Supports.
 7. Motors and mechanical equipment.

8. Accessory items.
- G. Electrical items to be painted include but are not limited to:
 1. Conduit and fittings.
 2. Switchgear.
- H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- I. Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.
- J. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.04 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
 1. The Owner will engage the services of an independent testing laboratory to sample the paint material being used. Samples of material delivered to the project will be taken, identified, sealed, and certified in the presence of the Contractor.
 2. The testing laboratory will perform appropriate tests for the following characteristics as required by the Owner:
 - a. Quantitative materials analysis.
 - b. Abrasion resistance.
 - c. Apparent reflectivity.
 - d. Flexibility.
 - e. Washability.
 - f. Absorption.
 - g. Accelerated weathering.
 - h. Dry opacity.
 - i. Accelerated yellowness.
 - j. Recoating.
 - k. Skinning.
 - l. Color retention.
 - m. Alkali and mildew resistance.
 3. If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are noncompatible.

3.05 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

3.06 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.07 EXTERIOR PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates indicated.
- B. Concrete Masonry Units:
 - 1. Two finish coats over a block filler.
 - a. Block Filler: Acrylic. Applied Dry Film Thickness: 8.0 mils (0.2032 mm) min.
 - b. First Coat: Acrylic Latex Satin. Applied Dry Film Thickness: 1.6 mils (0.04064 mm) min.
 - c. Second Coat: Acrylic Latex Satin. Applied Dry Film Thickness: 1.6 mils (0.04064 mm) min.
- C. Ferrous Metal: Primer is not required on shop-primed items.
 - 1. Lusterless Alkyd Enamel: 2 finish coats over primer.
 - a. Primer: Synthetic Rust-Inhibiting Primer.
 - b. First Coat: Lusterless Alkyd Enamel.
 - c. Second Coat: Lusterless Alkyd Enamel.
- D. Zinc-Coated Metal:
 - 1. Lusterless Alkyd Enamel: 2 finish coats over primer.
 - a. Primer: Galvanized Metal Primer.
 - b. First Coat: Alkyd Gloss Enamel.
 - c. Second Coat: Alkyd Gloss Enamel.

3.08 INTERIOR PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates, as indicated.
- B. Concrete and Masonry (Other than concrete masonry units):
 - 1. Semi-gloss Enamel Finish: 3 coats with total dry film thickness not less than 3.5 mils (0.0889 mm).
 - a. Primer: Latex-Based Interior Flat Paint.
 - b. Undercoat: Interior Enamel Undercoat.
 - c. Finish Coat: Interior semi-gloss Odorless Acrylic Enamel.

- C. Concrete Masonry Units:
 - 1. Semi-gloss Acrylic Enamel Finish: 2 coats over filled surface with total dry film thickness not less than 3.5 mils (0.0889 mm), excluding filler coat.
 - a. Block Filler: High Performance Latex Block Filler.
 - b. Undercoat: Interior Enamel Undercoat.
 - c. Finish Coat: Interior semi-gloss Odorless Acrylic Enamel.
- D. Gypsum Drywall Systems:
 - 1. Egg-Shell Acrylic Enamel Finish: 2 finish coats over primer with total dry film thickness not less than 2.5 mils (0.0635 mm).
 - a. Primer: Interior Latex-Based White Primer.
 - b. First Coat: Interior Egg-Shell Acrylic Enamel.
 - c. Second Coat: Interior Egg-Shell Acrylic Enamel
 - 2. Semi-gloss Acrylic Enamel Finish: 3 coats with total dry film thickness not less than 2.5 mils (0.0635 mm).
 - a. Primer: Interior Latex-Based White Primer.
 - b. First Coat: Interior Egg-Shell Acrylic Enamel.
 - c. Second Coat: Interior semi-gloss Acrylic Enamel.
- E. Woodwork and Hardboard:
 - 1. Semigloss Enamel Finish: 3 coats.
 - a. Undercoat: Interior Enamel Undercoat.
 - b. First Coat: Interior semi-gloss Odorless Acrylic Enamel.
 - c. Second Coat: Interior semi-gloss Odorless Acrylic Enamel.
- F. Ferrous Metal:
 - 1. Lusterless (Flat) Finish: 2 finish coats over primer with total dry film thickness not less than 2.5 mils (0.0635 mm).
 - a. Primer: Synthetic Rust-Inhibiting Primer.
 - b. First Coat: Latex-Based Interior Flat Paint.
 - c. Second Coat: Latex-Based Interior Flat Paint.
 - 2. Semigloss Enamel Finish: 2 coats over primer with total dry film thickness not less than 2.5 mils (0.0635 mm).
 - a. Primer: Synthetic Rust-Inhibiting Primer.
 - b. Undercoat: Interior Enamel Undercoat.
 - c. Finish Coat: Interior semigloss Acrylic Enamel.
- G. Zinc-Coated Metal:
 - 1. Lusterless (Flat) Finish: 2 finish coats over primer with total dry film thickness not less than 2.5 mils (0.0635 mm).
 - a. Primer: Galvanized Metal Primer.
 - b. First Coat: Latex-Based Interior Flat Paint.
 - c. Second Coat: Latex-Based Interior Flat Paint.
 - 2. Semigloss Finish: 2 coats over primer, with total dry film thickness not less than 2.5 mils (0.0635 mm).
 - a. Primer: Galvanized Metal Primer.
 - b. Undercoat: Interior Enamel Undercoat.

- c. Finish Coat: Interior semi-gloss Acrylic Enamel.

END OF SECTION 099113

SECTION 101100 - VISUAL DISPLAY UNITS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Bulletin Board Cabinets.
 - 2. Combination Writing and Tack Surfaces.
 - 3. Glass markerboards.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.
- B. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).
- C. ANSI A208.1 - American National Standard for Particleboard; 2022.
- D. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- E. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board; 2022.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For visual display units.
 - 1. Include plans, elevations, sections, details, and attachment to other work.
 - 2. Show locations of panel joints
 - 3. Include sections of typical trim members.
- C. Samples for Initial Selection: For each type of visual display unit indicated, for units with factory-applied color finishes, and as follows:
 - 1. Actual sections of porcelain-enamel face sheet tackboard assembly.
 - 2. Include accessory samples to verify color selected.
- D. Samples for Verification: For each type of visual display surface indicated.
 - 1. Trim: 6 inch (152.4 mm) long sections of each trim profile.
 - 2. Accessories: Full-size sample of each type of accessory.
- E. Product Schedule: For visual display units. Use same designations indicated on Drawings.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified installer.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for surface-burning characteristics of fabrics.
- C. Sample of special warranties.

1.05 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance data: For visual display surfaces and operating units to include in maintenance manuals.

1.06 WARRANTY

- A. Special Warranty for Porcelain-Enamel Face Sheets: Manufacturer agrees to repair or replace porcelain-enamel face sheets that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Surfaces lose original writing and erasing qualities.
 - b. Surfaces exhibit crazing, cracking or flaking.
 - 2. Warranty Period: Marker Boards - 50 years from date of Substantial Completion or for the Life of the Building.
 - 3. Warranty Period: Tack Boards - 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 450 or less.

2.02 MATERIALS, GENERAL

- A. Hardboard: ANSI A135.4, tempered.
- B. Particleboard: ANSI A208.1, Grade M-1, that complies with the testing and product requirements of the California Department of Health Services "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Fiberboard: ASTM C208.
- D. Extruded Aluminum: ASTM B221 (ASTM B221M), Alloy 6063.
- E. Adhesives: Manufacturer's standard product that complies with the testing and product requirements of the California Department of Health Services "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.03 BULLETIN BOARD CABINET

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Claridge Products, Contemporary Bulletin Board Cabinet; or comparable product approved by the Architect
- B. Tackboard Panel: FabriCork tackboard panel.
 - 1. Color and Pattern: As selected by Architect from full range of manufacturer's colors.
- C. Aluminum Frames and Trim: Manufacturer's standard 1-1/2 inches (38 mm) x 3 inches (76.2 mm) heavy-gauge rectangular aluminum trim.

1. Aluminum Finish: Clear satin anodized finish.
 2. 3/16 inch (4.76 mm) tempered sliding glass doors with ground-in finger pulls and flat key tumbler locks.
- D. Size: 48 inches (1219.2 mm) w. x 36 inches (914.4 mm) h.
- E. Mounting: Z-bar mounting hangers.

2.04 COMBINATION WRITING AND TACK SURFACES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Peter Pepper Products, Model MMCWGLRA 4836; or comparable product by the following:
1. Claridge Combination Marker and Tack Boards.
 2. Or equivalent product approved by the Architect.
- B. Writing Surface: White Porcelain-enamel-faced Markerboard Panel.
- C. Tackboard: Manufacturer's standard tackboard fabric.
1. Color: As selected by Architect from full range of manufacturer's colors.
- D. Aluminum Frames and Trim: Fabricated from not less than 0.062-inch- thick, extruded aluminum; manufacturer's standard.
1. Aluminum Finish: Clear satin anodized finish.
 2. 3/16 inch (4.76 mm) tempered sliding glass doors with finger pulls and flat key tumbler locks.
- E. Field-Applied Trim: Manufacturer's standard, snap-on trim with no visible screws or exposed joints.
- F. Mounting: Concealed wall mount cleat/bracket and hardware included.
- G. Size: 48 inches (1219.2 mm) w. x 36 inches (914.4 mm) h.

2.05 GLASS MARKERBOARDS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Peter Pepper Products, Model GBX4836 Glass Writing Surface; or comparable product by the following:
1. Claridge Products, Glass Markerboards.
 2. Or equivalent product approved by the Architect.
- B. Glass Markerboards: Fabricated of glass.
1. Writing Surface: Low Iron Glass. Tempered magnetic glass surface, back coated white, 1/4 inch (6.35 mm) thick with flat polished edges. Low iron content produces clear edges and crystal-clear appearance.
 2. Corners: 1/4 inch (6.35 mm) radius with pencil polished edges.
 3. Pen Rail: Natural Anodized Aluminum extrusion mounts to lower edge of glass marker board. Concealed Mount surfaces include a full length pen rail.
 4. Accessories: Four dry erase markers and eraser included. Includes 5 Rare Earth Magnets.
- C. Mounting: Concealed wall mount cleat/bracket and hardware included.
- D. Size: 48 inches (1219.2 mm) w. x 36 inches (914.4 mm) h. x 1-1/4 inches (32 mm) d.

2.06 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0 inch (0.01 mm) or thicker.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: Install visual display surfaces in locations and at mounting heights indicated on Drawings. Keep perimeter lines straight, level, and plumb. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for complete installation.

END OF SECTION 101100

SECTION 101419 - DIMENSIONAL LETTER SIGNAGE [UNDER SEPARATE CONTRACT]

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Dimensional characters. Match TAMUCC exterior signage.
 - a. Cutout dimensional characters.

1.02 REFERENCE STANDARDS

- A. ASTM D4802 - Standard Specification for Poly(Methyl Methacrylate) Acrylic Plastic Sheet; 2016.

1.03 COORDINATION

- A. Furnish templates for placement of electrical service embedded in permanent construction by other installers.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, and layout for each sign at least half size.
- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
 - 1. Include representative Samples of available typestyles and graphic symbols.
- D. Product Schedule: For dimensional letter signs. Use same designations indicated on Drawings or specified.

1.05 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 DIMENSIONAL CHARACTERS

- A. Cutout Characters: Characters with uniform faces; square-cut, smooth edges; precisely formed lines and profiles; and as follows:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Corpus Christi Stamp Works, Inc., Precision Cut Acrylic Letters or comparable product approved by the Architect.
2. Character Material: Sheet acrylic.
3. Character Height: As indicated on Drawings.
4. Thickness: 0.75 inches (19.05 mm).
5. Finishes:
 - a. Painted Face and Edges: Paint face and edges of acrylic characters with paint recommended in writing by manufacturer.
6. Mounting: Concealed studs.
7. Typeface: As indicated on Drawings.

2.02 DIMENSIONAL CHARACTER MATERIALS

- A. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).
- B. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.03 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:
 1. Use concealed fasteners and anchors unless indicated to be exposed.
 2. Sign Mounting Fasteners:
 - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.

2.04 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.

2.05 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION OF DIMENSIONAL CHARACTERS

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Mounting Methods:
 - 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
 - b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.

3.03 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101419

SECTION 101423.16 - ROOM-IDENTIFICATION PANEL SIGNAGE [UNDER SEPARATE CONTRACT]

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes room-identification signs that are directly attached to the building.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For room-identification signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples: For each exposed product and for each color and texture specified.

1.03 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.04 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.05 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design", 2012 Texas Accessibility Standards and ICC A117.1.

2.02 ROOM-IDENTIFICATION SIGNS

- A. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Laminated-Sheet Sign: Polymer face sheet with raised graphics laminated to acrylic backing sheet to produce composite sheet.
 - a. Composite-Sheet Thickness: Manufacturer's standard for size of sign.
 - b. Surface-Applied Graphics: Applied "tactile" signage, with letters raised minimum of 1/32 inch (0.79 mm) and Grade II braille.
 - c. Color(s): As selected by Architect from manufacturer's full range.

- d. Signage layout, graphics and lettering: As indicated on the Signage Schedule on the Drawings.
2. Sign-Panel Perimeter: Finish edges smooth.
 - a. Edge Condition: As indicated on Drawings.
 - b. Corner Condition in Elevation: As indicated on Drawings.
3. Backing Plate: Furnish and install a plain acrylic backing plate at all signage mounted to glazing. Color to match sign.
4. Mounting: Surface mounted to wall or glazing with two-face tape.

2.03 SIGN MATERIALS

- A. Acrylic Sheet: ASTM D 4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).

2.04 ACCESSORIES

- A. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.

2.05 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 2. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
- B. Subsurface-Applied Graphics: Apply graphics to back face of clear face-sheet material to produce precisely formed image. Image shall be free of rough edges.
- C. Subsurface-Etched Graphics: Reverse etch back face of clear face-sheet material. Fill resulting copy with manufacturer's standard enamel. Apply opaque manufacturer's standard background color coating over enamel-filled copy.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Mounting Methods:
 1. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support

weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.

END OF SECTION 101423.16

SECTION 102600 - WALL CORNER PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Corner guards.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of wall protection showing locations and extent.

PART 2 - PRODUCTS

2.01 CORNER GUARDS

- A. Surface-Mounted, Stainless Steel Corner Guards: Manufacturer's standard corner guard; including mounting screws.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Western Fabricating LLC; CornerGuard.net: Code 10109616.
 - 2. Stainless Steel, minimum 16-gauge wall thickness.
 - a. Size: 1 x 1 x 96 inches (2438.4 mm)
 - b. Profile: Square corner with counter sunk holes with stainless steel flat head screws with wings.
 - c. Color and Texture: #4 Brushed Satin Stainless Steel Finish.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation Quality: Install wall and door protection according to manufacturer's written instructions, level, plumb, and true to line without distortions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.
- B. Mounting Heights: Install wall protection in locations and at mounting heights indicated on Drawings or as directed by Architect.
- C. Accessories: Provide screws required for complete installation.

END OF SECTION 102600

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Public-use washroom accessories.
 - 2. Hand dryers.

1.02 REFERENCE STANDARDS

- A. ASTM A480/A480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2025a.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each finish specified, full size.
 - 1. Approved full-size Samples will be returned and may be used in the Work.
- C. Delegated Design Submittal:
 - 1. Include structural design calculations indicating compliance with specified structural-performance requirements.

1.04 INFORMATIONAL SUBMITTALS

- A. Sample warranties.

1.05 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.06 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Hand Dryers: Manufacturer agrees to repair or replace hand dryers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
 - 1. Grab Bars: Installed units are able to resist 250 lbf concentrated load applied in any direction and at any point.

2.02 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. A&J Washroom Accessories.
 - 2. ASI American Specialties, Inc.; ASI Group.
 - 3. Bobrick Washroom Equipment, Inc.
 - 4. Bradley Corporation.
 - 5. Gamco Commercial Restroom Accessories; Bobrick Washroom Equipment, Inc.

2.03 PUBLIC-USE WASHROOM ACCESSORIES

- A. **Grab Bar, Types TA-1 and TA-2:**
 - 1. **Basis of Design: Bobrick B-6806 Series.**
 - a. TA-1: Bobrick B-6806 x 36"
 - b. TA-2: Bobrick B-6806 x 42"
 - 2. Mounting: Flanges with concealed fasteners.
 - 3. Material: Stainless steel, 0.05 inch (1.27 mm) thick.
 - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin).
 - 4. Outside Diameter: 1-1/2 inches (38 mm).
 - 5. Configuration and Length: As indicated on Drawings .
- B. **Toilet Tissue (Roll) Dispenser, Type TA-3:**
 - 1. **Basis of Design: Bobrick B-6977.**
 - 2. Description: Recessed horizontal dual-roll toilet paper dispenser.
 - 3. Mounting: Recessed.
 - 4. Capacity: Designed for two standard diameter tissue rolls.
 - 5. Material and Finish: Type 304, 22-gauge satin stainless steel.
 - 6. Theft-resistant toilet tissue spindles shall be removable only with special key provided.
- C. **Sanitary-Napkin Disposal Unit, Type TA-4:**
 - 1. **Basis of Design: Bobrick B-270.**
 - 2. Mounting: Surface mounted.
 - 3. Door or Cover: Self-closing, disposal-opening cover.
 - 4. Receptacle: Removable.
 - 5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- D. **Soap Dispenser, Type TA-6:**
 - 1. OFOI: Owner-Furnished, Owner Installed.
- E. **Mirror Unit, Type TA-7:**
 - 1. **Basis of Design: Bobrick B-290 2436.**
 - 2. Frame: Type 304 Heavy Gauge Stainless Steel frame, 3/4" x 3/4" with satin finish.
 - a. Corners: Manufacturer's standard.

3. Size: 24 x 36 inches.
4. Hangers: Manufacturer's standard rigid, tamper and theft resistant.

2.04 HAND DRYERS

A. Warm-Air Dryer, Type TA-8:

1. **Basis-of-Design Product: Subject to compliance with requirements, provide Mediclinics; Speedflow Plus M17AC S-UL** or comparable product by one of the following:
 - a. ASI-American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
 - d. Excel Dryer Inc.
 - e. Gamco Commercial Restroom Accessories; Bobrick Washroom Equipment, Inc.
 - f. World Dryer Corporation.
 - g. Mediclinics.
2. Description: Standard-speed, warm-air hand dryer. Fast (maximum air velocity - 250 mph) and quiet (57-65 dBA). Dries hands in 10 to 12 seconds.
3. Mounting: Surface mounted.
 - a. Protrusion Limit: Installed unit protrudes maximum 4 inches (101.6 mm) from wall surface.
4. Operation: Infrared-sensor activated with timed power cut-off switch.
 - a. Automatic Shutoff: At 30 seconds.
5. Maximum Sound Level: 65 dB.
6. Cover Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
7. Electrical Requirements: 120 V, 50/60 Hz, 675-850 W (Heating Element On), 180-350 W (Heating Element Off).

2.05 FABRICATION

- A. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
 1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.

END OF SECTION 102800

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SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Solid surface material countertops.
 - 2. Solid surface material back and end splashes.
 - 3. Solid surface material apron fronts.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.
- B. AWI/AWMAC/WI - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- C. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.03 ACTION SUBMITTALS

- A. Product Data: Manufacturer's technical literature indicating physical properties and performance criteria for solid surface materials and related components.
- B. Shop Drawings: Show materials, finishes, edge and backsplash profiles, methods of joining, anchorages and cutouts for plumbing fixtures. Provide templates and rough-in measurements.
- C. Samples: For each type of material exposed to view, submit two, 2 x 2 inch (50.8 mm) samples representative of colors, patterns, textures, finishes and edge treatments. Approved samples will be retained as a standard for the work.

1.04 INFORMATIONAL SUBMITTALS

- A. Manufacturer's written installation instructions.
- B. Maintenance Data: Manufacturer's recommended cleaning and maintenance procedures. Include in project closeout documents.

1.05 DESIGN REQUIREMENTS

- A. Design Load: Deflection limited to 1/360.
- B. Design items with sufficient strength for handling stresses.
- C. Accessible Design: Comply with the Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG) and with the 2012 Texas Accessibility Standards.

PART 2 - PRODUCTS

2.01 SOLID SURFACE COUNTERTOP MATERIALS

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ISSFA 2.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Formica Corporation; Everform Solid Surface countertops.
- b. Wilsonart LLC; Solid Surface countertops.
2. Type: Provide Standard type unless Special Purpose type is indicated.
3. Fire-Test-Response Characteristics: Provide solid surface fabrications with the following surface-burning characteristics as determined by testing identical products per ASTM E84 by UL 723 or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 450 or less.
4. Colors and Patterns: As selected by Architect from manufacturer's full range.

2.02 FABRICATION

- A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
 1. Grade: Custom.
- B. Countertops:
 1. 1/2-inch- thick, solid surface material with front edge built up with same material.
- C. Backsplashes: 1/2-inch- thick, solid surface material.
- D. Joints:
 1. Fabricate countertops with hairline joints that are tight, held rigidly in place.
- E. Cutouts and Holes:
 1. Undercounter Plumbing Fixtures: Make cutouts for fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.

2.03 INSTALLATION MATERIALS

- A. Adhesive: Product recommended by solid surface material manufacturer.
- B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's written installation instructions and approved Submittals.
- B. Set items plumb, level, rigid and solidly adhered to substrate.
- C. Prefit items: Adjust supports to make fit. Align joints over support framing.
- D. Fasten countertops as recommended by manufacturer.
- E. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.
- F. Install backsplashes and end splashes by adhering to wall and countertops with adhesive.
- G. Install aprons to backing and countertops with adhesive.

- H. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
- I. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

3.02 CLEANING:

- A. Clean and polish fabrications in accordance with manufacturer's instructions.
- B. Promptly remove excessive mastic and seam adhesive.

END OF SECTION 123661.16



Environmental Inspection Report

January 26, 2026

**SURF RESIDENTIAL HALL
6300 OCEAN DRIVE
CORPUS CHRISTI, TEXAS**

Prepared for:

TAMUCC

Prepared by:

**SITEX, INC.
5233 IH 37 SUITE A3
CORPUS CHRISTI, TEXAS 78408
(361) 887-9400**

SITEX PROJECT NUMBER: 23581

HOUSTON • CORPUS CHRISTI

CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400



January 26, 2026

Mr. Scott Meares
Vice President for Operations
TAMUCC
6300 Ocean Drive
Corpus Christi, TX 78412

**RE: Limited Environmental Inspection
Surf Residential Hall
6300 Ocean Drive
Corpus Christi, TX 78412
Sitex Project Number: 23581**

Dear Mr. Meares:

Enclosed is the report for the environmental inspection performed at 6300 Ocean Drive in Corpus Christi, TX. The inspection was performed on January 16, 2026, by Mr. Michael Howard of Sitex, Inc. Mr. Howard is licensed as an Asbestos Inspector (#60-4281) by the Texas Department of State Health Services.

SCOPE OF WORK

The scope of this project was limited to suspect asbestos materials and lead-containing paint films associated with the interior of the Surf Residential Hall at the above reference property. Twenty-one (21) samples of suspect asbestos materials and two (2) samples of suspect lead-containing paint films were collected.

Asbestos Result Summary

Suspect asbestos-containing materials (ACM) were collected according to protocol established by the *Texas Asbestos Health Protection Rules (TAHPR) §296.191(a)(2)* for building demolitions and renovations. During the inspection, sampled materials were assigned a sample number and a homogenous area number. Samples were collected of each area, and the friability and condition of the suspect material was assessed.

The State of Texas defines asbestos-containing materials as having greater than one percent (>1%) asbestos content. No asbestos was detected in any of the samples collected.

Lead Result Summary

Paint film sampling was conducted in accordance with commonly accepted commercial and professional standard practices for similar assignments. The intent of the sampling was to identify painted surfaces that may contain



elevated levels of lead. Visually discernable painted surface coatings associated with the interior of the above-referenced building were sampled for lead content.

The State of Texas defines lead-based paint as having ≥ 1.0 mg/cm as measured by XRF or laboratory analysis, or ≥ 5000 parts per million (ppm) lead, $\geq 0.5\%$ lead by weight, or ≥ 5000 mg/kg concentration, as measured by laboratory analysis. All samples collected where below the regulatory limit for being considered lead containing paint.

Sampled Materials Data

Tables I and II contain the homogenous area numbers, material types, material descriptions, material locations, condition assessments, and a summary of the analytical results for asbestos. A list of definitions can be found following the text of this report. Table III associates homogenous paint descriptions, locations, and a summary of the analytical results. The complete laboratory analytical results for asbestos and paint film samples are listed in separate laboratory documents following the text of this report.

ANALYTICAL METHODS

Asbestos and lead analyses were performed at SanAir Technologies Laboratories Inc. in North Chesterfield, VA. SanAir is an American Industrial Hygiene Association participant laboratory (#162952), a National Institute of Standards and Technology NVLAP-accredited laboratory (#200870), and licensed by the Texas Department of State Health Services (#30-0440) for asbestos laboratory analysis. Polarized light microscopy (PLM) lab analyses of asbestos samples was performed using standard oil immersion and optical staining techniques. Paint film lab analyses were performed via EPA Method *SW-846/M3050B/7000B*, using flame atomic absorption spectrophotometry.

LIMITATIONS

This sampling report does not guarantee that additional asbestos-containing materials or lead-containing paint films are not present. The scope of this project was limited to the materials sampled within this report. Areas such as, but not limited to, beneath existing flooring, inside walls, inside doors, interior of ductwork, interior of mechanical or other equipment, interior of piping flanges/valves, interior of electrical components, behind all non-movable finish materials, and all other portions of the building not designated in the Scope of Work, including the building exterior, were specifically excluded and not sampled for the presence of lead in paint or asbestos.

The following analytical results pertain to only the samples analyzed and may not reflect the actual composition of the entire homogeneous area. Sitex, Inc. assumes no responsibility for any subsequent use or interpretations of these analytical results. This report must not be used to claim product endorsement by NVLAP or any other state or federal government agency.



Please call us if you have any questions regarding this inspection report. We appreciate the opportunity to be of service to you.

Sincerely,

A handwritten signature in black ink that reads "Stacy Kraatz". The signature is written in a cursive, slightly slanted style.

Stacy Kraatz
Asbestos Consultant (#10-5874)
South Texas Regional Manager
Sitex, Inc.

A handwritten signature in black ink that reads "Michael Howard". The signature is written in a cursive, slightly slanted style.

Michael Howard
Asbestos Inspector (#60-4281)
Sitex, Inc.



List of Asbestos Definitions

Asbestos-Containing Material (ACM) - any material containing more than one percent asbestos (chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos).

Demolition - the wrecking or taking out of any load-supporting structure member and any related razing, removing, or stripping of asbestos products.

Disturbance - contact which releases fibers from ACM or debris containing ACM including activities which that disrupts the matrix of ACM, render ACM friable, or generate visible debris.

Encapsulation - a method of control of asbestos fibers in which the surface of ACM is penetrated by or covered with a liquid coating prepared for that purpose.

Enclosure - the construction of an airtight, impermeable, semi-permanent barrier surrounding asbestos to prevent the release of asbestos fibers into the air.

Fiber - a particulate form of asbestos, 5 micrometers or longer, with a length-to diameter ratio of at least 3 to 1.

Friable Materials - any material that when dry can be crumbled, pulverized, or reduced to powder by hand pressure.

Homogeneous Area - an area of surfacing material or thermal system that is uniform in color and texture.

Intact - means that the ACM has not crumbled, been pulverized, or otherwise deteriorated so that it is no longer likely to be bound with its matrix.

Removal - all operations where ACM is taken out or stripped from structures or substrates, and includes demolition operations.

Renovation - the modifying of any existing structure, or portion thereof.

Repair - overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM attached to structures or substrates.



Table I – Asbestos Sample Materials Summary



TABLE I – ASBESTOS SAMPLE MATERIALS SUMMARY
Surf Residence Hall, 6300 Ocean Drive, Corpus Christi, TX 78412

H.A.*	MATERIAL NAME	MATERIAL DESCRIPTION	MATERIAL LOCATION	CONDITION	FRIABLE	ASBESTOS-CONTAINING MATERIAL
1	Ceiling / Wall Texture, drywall and joint compound	Dried White Gypsum Mud	Walls and Ceilings Throughout Floors 1, 2 and 3 Common Areas and Stairwells	Good	Yes	No
2	Carpet mastic	Tan mastic	Halls of Common Areas of Floors 1-3 and Stairwell Landings	Good	No	No
3	Sheet Flooring and mastic	Brown Wood Grain & clear tan mastic	Kitchen and Laundry of Floor 1, floor 2 kitchen, floor 3 kitchen and laundry	Good	No	No
4	Floor Tile	12x12 Cream W/Tan Flecks	Floor 1, 2 and 3 Restroom	Good	No	No
5	Floor tile mastic	Yellow mastic	Floor 1, 2 and 3 Restroom	Good	No	No
6	Vinyl Plank Flooring	Brown Wood Grain	Laundry of Floor 2	Good	No	No
7	Vinyl Plank Flooring Mastic	Clear/Tan Mastic	Laundry of Floor 1	Good	No	No

* Homogeneous Area



Table II – Asbestos Sample Locations / Homogenous Area Association



TABLE II: ASBESTOS SAMPLE NUMBER ↔ HOMOGENEOUS AREA
Surf Residence Hall, 6300 Ocean Drive, Corpus Christi, TX 78412

SAMPLE #	H.A.*	SAMPLE LOCATION
1	1	Kitchen
2	1	Kitchen
3	1	Laundry
4	1	1 st Floor Lounge
5	1	2 nd Floor Near Lounge
6	1	3 rd Floor Near Laundry
7	1	1 st Floor Kitchen
8	2	2 nd Floor Laundry
9	2	3 rd Floor Kitchen
10	2	1 st Floor Restroom
11	2	2 nd Floor Restroom
12	2	3 rd Floor Restroom
13	2	1 st Floor Restroom
14	2	2 nd Floor Restroom
15	3	3 rd Floor Restroom
16	3	2 nd Floor Laundry
17	3	2 nd Floor Laundry
18	3	2 nd Floor Laundry
19	3	2 nd Floor Laundry
20	3	2 nd Floor Laundry
21	3	2 nd Floor Laundry

* Homogeneous Area



Table III – Lead in Paint Sample Summary



TABLE III – PAINT FILM SAMPLE SUMMARY
Surf Residence Hall, 6300 Ocean Drive, Corpus Christi, TX 78412

SAMPLE #	PAINT COLOR LAYER DESCRIPTION	SAMPLE LOCATION	ANALYSIS SUMMARY ppm	ANALYSIS SUMMARY % by weight	LEAD BASED PAINT
L1	Grey	Floor 1 East Stairwell Handrail	<95.9	<0.010	No
L2	Beige	Floor 1 East Stairwell Wall	<96.8	<0.010	No

EPA, HUD, and Texas Standards for paint being considered lead-containing are:

1.0 mg/cm²-X-ray fluorescence (XRF)

≥ 5000 parts per million (ppm)

≥ 5000 mg/kg concentration

≥ 0.5% by weight



Asbestos and Paint Sample Location Diagrams

HOUSTON • CORPUS CHRISTI

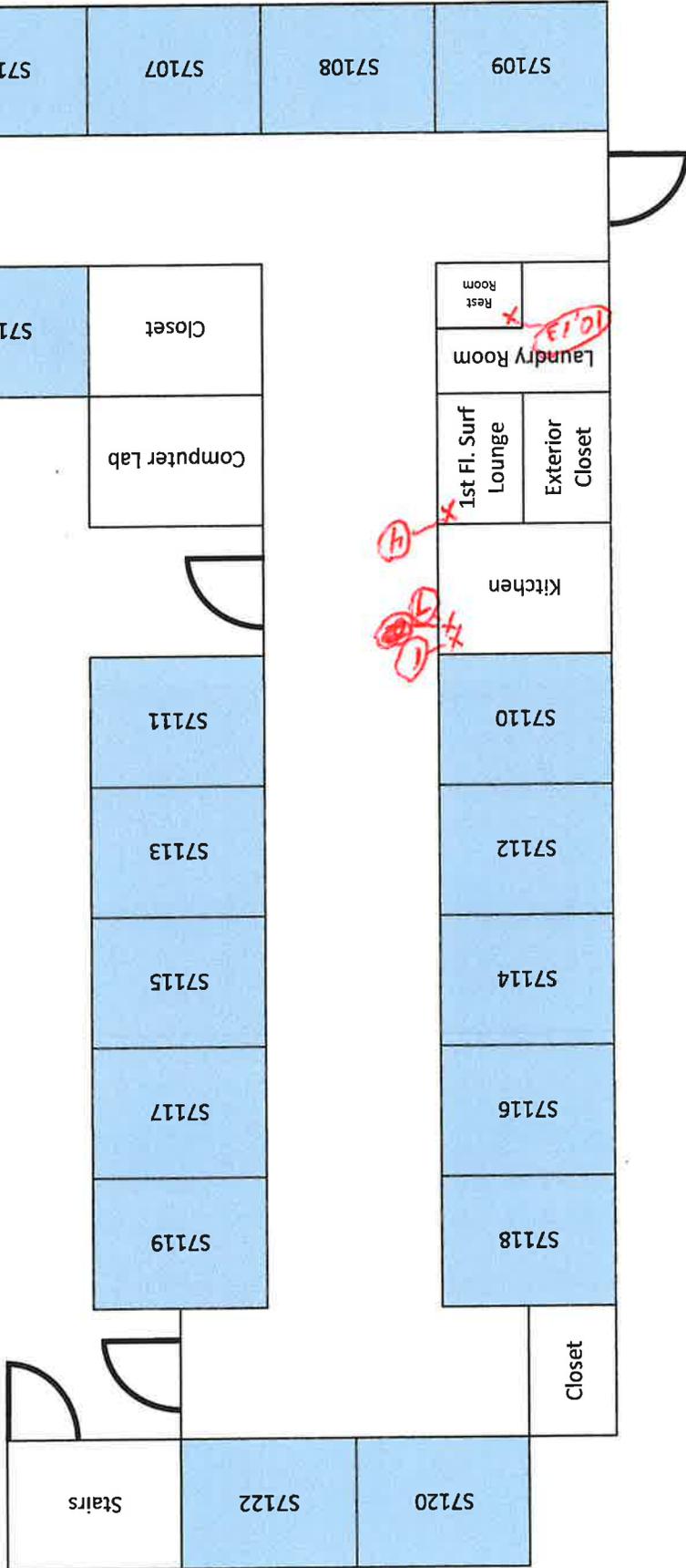
CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400

SURF HALL - FIRST FLOOR

Parking Lot

Res Halls	# Units	# Beds
Shared	64	128
Suite		
Private		
TOTAL	64	128

Surf & Jetty Courtyard



Driftwood - Counseling Center

Sandpiper - Health Services

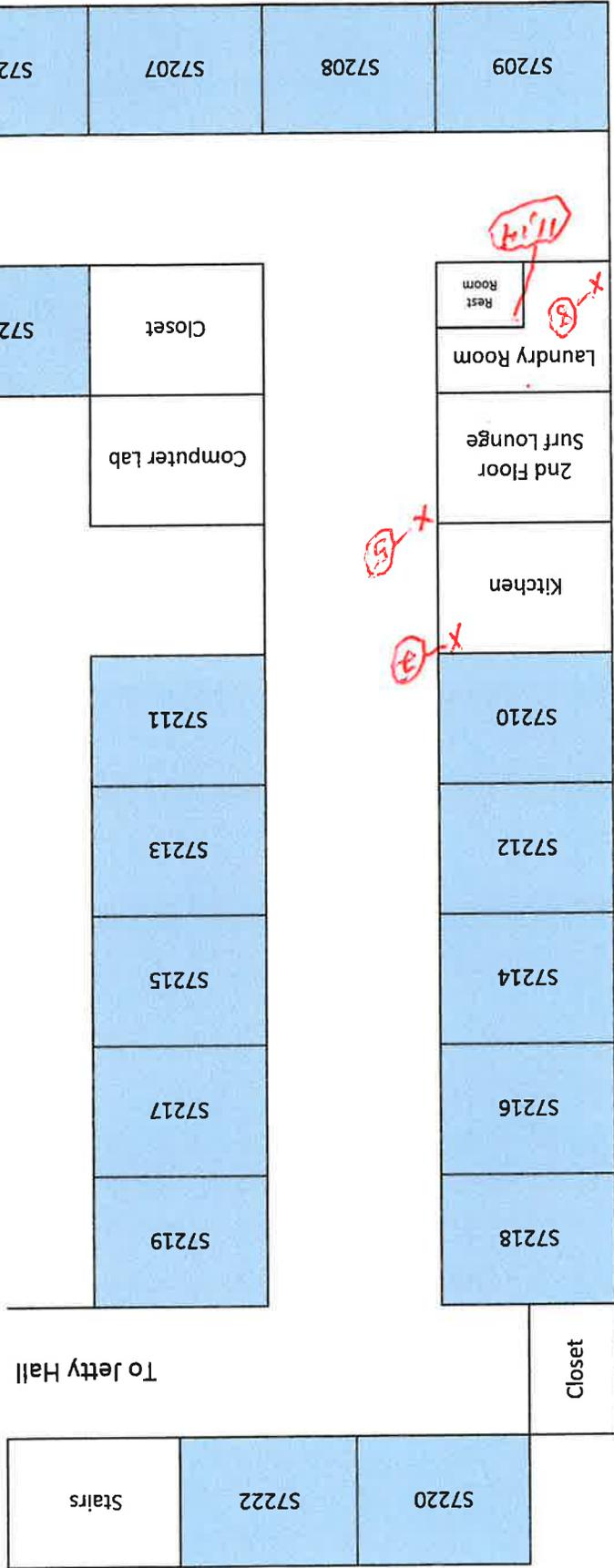
Parking Lot / TAMUCC

SURF HALL - SECOND FLOOR

Parking Lot

Res Halls
Shared
Suite
Private

Surf & Jetty Courtyard



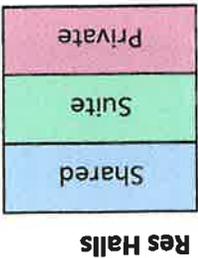
Driftwood - Counseling Center

Sandpiper - Health Services

Parking Lot / TAMUCC

SURF HALL - THIRD FLOOR

Parking Lot



Surf & Jetty Courtyard



Driftwood - Counseling Center

Sandpiper - Health Services



Asbestos Polarized Light Microscopy Laboratory Analytical Results

HOUSTON • CORPUS CHRISTI

CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400



The Identification Specialists

Analysis Report
prepared for
SITEX Inc.

Report Date: 1/23/2026

Project Name: Surf Building

Project #: 23581

SanAir ID#: 26003352



NVLAP LAB CODE 200870-0

10501 Trade Court, North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | LabReports@SanAir.com | SanAir.com



SanAir ID Number
26003352
FINAL REPORT
1/23/2026 12:12:50 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: Surf Building
Collected Date: 1/16/2026
Received Date: 1/20/2026 12:13:00 PM

Dear Mike Howard,

We at SanAir would like to thank you for the work you recently submitted. The 21 sample(s) were received on Tuesday, January 20, 2026 via FedEx. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:
- 21 samples in Good condition.



SanAir ID Number
26003352
 FINAL REPORT
 1/23/2026 12:12:50 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
 St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: Surf Building
Collected Date: 1/16/2026
Received Date: 1/20/2026 12:13:00 PM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
1 / 26003352-001 Wall/Ceiling Texture, Drywall/Joint Compound Kitchen, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
1 / 26003352-001 Wall/Ceiling Texture, Drywall/Joint Compound Kitchen, Joint Compound	White Non-Fibrous Homogeneous		100% Other		None Detected
1 / 26003352-001 Wall/Ceiling Texture, Drywall/Joint Compound Kitchen, Texture	White Non-Fibrous Homogeneous		100% Other		None Detected
2 / 26003352-002 Wall/Ceiling Texture, Drywall Joint Compound Kitchen, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
2 / 26003352-002 Wall/Ceiling Texture, Drywall Joint Compound Kitchen, Joint Compound	White Non-Fibrous Homogeneous		100% Other		None Detected
2 / 26003352-002 Wall/Ceiling Texture, Drywall Joint Compound Kitchen, Texture	White Non-Fibrous Homogeneous		100% Other		None Detected
3 / 26003352-003 Wall/Ceiling Texture, Drywall Joint Compound Laundry, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
3 / 26003352-003 Wall/Ceiling Texture, Drywall Joint Compound Laundry, Joint Compound	White Non-Fibrous Homogeneous		100% Other		None Detected
3 / 26003352-003 Wall/Ceiling Texture, Drywall Joint Compound Laundry, Texture	White Non-Fibrous Homogeneous		100% Other		None Detected
4 / 26003352-004 Carpet Mastic 1st Floor Lounge	Tan Non-Fibrous Homogeneous		100% Other		None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
26003352
 FINAL REPORT
 1/23/2026 12:12:50 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
 St. Louis, MO 63104
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Project Number: 23581
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Project Name: Surf Building
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Received Date: 1/20/2026 12:13:00 PM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance		% Fibrous	% Non-fibrous	
5 / 26003352-005 Carpet Mastic 2nd Floor Near Lounge	Tan Non-Fibrous Homogeneous			100% Other	None Detected
6 / 26003352-006 Carpet Mastic 3rd Floor Near Laundry	Tan Non-Fibrous Homogeneous			100% Other	None Detected
7 / 26003352-007 Sheet Flooring And Mastic 1st Floor Kitchen, Sheet Flooring	Brown Non-Fibrous Heterogeneous		20% Cellulose	80% Other	None Detected
7 / 26003352-007 Sheet Flooring And Mastic 1st Floor Kitchen, Mastic	Tan Non-Fibrous Homogeneous			100% Other	None Detected
7 / 26003352-007 Sheet Flooring And Mastic 1st Floor Kitchen, Leveling Compound	White Non-Fibrous Homogeneous			100% Other	None Detected
7 / 26003352-007 Sheet Flooring And Mastic 1st Floor Kitchen, Subflooring	Grey Non-Fibrous Homogeneous			100% Other	None Detected
8 / 26003352-008 Sheet Flooring And Mastic 2nd Floor Laundry, Sheet Flooring	Brown Non-Fibrous Heterogeneous		20% Cellulose	80% Other	None Detected
8 / 26003352-008 Sheet Flooring And Mastic 2nd Floor Laundry, Mastic	Tan Non-Fibrous Homogeneous			100% Other	None Detected
8 / 26003352-008 Sheet Flooring And Mastic 2nd Floor Laundry, Leveling Compound	White Non-Fibrous Homogeneous			100% Other	None Detected
8 / 26003352-008 Sheet Flooring And Mastic 2nd Floor Laundry, Subflooring	Grey Non-Fibrous Homogeneous			100% Other	None Detected

Analyst: *Susan Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
26003352
 FINAL REPORT
 1/23/2026 12:12:50 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
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Project Number: 23581
P.O. Number:
Project Name: Surf Building
Collected Date: 1/16/2026
Received Date: 1/20/2026 12:13:00 PM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
9 / 26003352-009 Sheet Flooring And Mastic 3rd Floor Kitchen, Sheet Flooring	Brown Non-Fibrous Heterogeneous	20% Cellulose	80% Other	None Detected
9 / 26003352-009 Sheet Flooring And Mastic 3rd Floor Kitchen, Mastic	Tan Non-Fibrous Homogeneous		100% Other	None Detected
9 / 26003352-009 Sheet Flooring And Mastic 3rd Floor Kitchen, Leveling Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
9 / 26003352-009 Sheet Flooring And Mastic 3rd Floor Kitchen, Subflooring	Grey Non-Fibrous Homogeneous		100% Other	None Detected
10 / 26003352-010 Floor Tile 1st Floor Restroom	Cream Non-Fibrous Homogeneous		100% Other	None Detected
11 / 26003352-011 Floor Tile 2nd Floor Restroom	Cream Non-Fibrous Homogeneous		100% Other	None Detected
12 / 26003352-012 Floor Tile 3rd Floor Restroom	Cream Non-Fibrous Homogeneous		100% Other	None Detected
13 / 26003352-013 Floor Tile Mastic 1st Floor Restroom, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
13 / 26003352-013 Floor Tile Mastic 1st Floor Restroom, Leveling Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
14 / 26003352-014 Floor Tile Mastic 2nd Floor Restroom, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Susan P. Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
26003352
 FINAL REPORT
 1/23/2026 12:12:50 PM

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Project Name: Surf Building
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Received Date: 1/20/2026 12:13:00 PM

Analyst: Childress, Susan

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
14 / 26003352-014 Floor Tile Mastic 2nd Floor Restroom, Leveling Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
15 / 26003352-015 Floor Tile Mastic 3rd Floor Restroom, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
15 / 26003352-015 Floor Tile Mastic 3rd Floor Restroom, Leveling Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
16 / 26003352-016 Vinyl Plank Flooring 2nd Floor Laundry	Brown Non-Fibrous Heterogeneous		100% Other	None Detected
17 / 26003352-017 Vinyl Plank Flooring 2nd Floor Laundry	Brown Non-Fibrous Heterogeneous		100% Other	None Detected
18 / 26003352-018 Vinyl Plank Flooring 2nd Floor Laundry	Brown Non-Fibrous Heterogeneous		100% Other	None Detected
19 / 26003352-019 Vinyl Plank Flooring Mastic 2nd Floor Laundry	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
20 / 26003352-020 Vinyl Plank Flooring Mastic 2nd Floor Laundry	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
21 / 26003352-021 Vinyl Plank Flooring Mastic 2nd Floor Laundry	Yellow Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Susan Childress*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026

Disclaimer and Additional Information:
Asbestos Bulk PLM EPA 600/R-93/116

This report is the sole property of the client named on the chain-of-custody (COC) submitted to SanAir Technologies Laboratory, Inc. (SanAir). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced, except in full, without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means.

The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client on the COC. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition received at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, P.O. number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start-stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. When the client requires samples to be tested that deviates from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted.

This report does not constitute nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC, AIHA LAP, LLC or any other U.S. governmental agencies; all or some tests contained in this report may not be accredited by every local, state, and federal regulatory agencies. Refer to the SanAir website at www.sanair.com for copies of current certificates and scopes of various accreditations, certifications, and licenses or contact the laboratory for inquiries regarding the status or scope of an accreditation or certification.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations, Certifications, and Licenses

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number:
AA000222
State of Maine Department of Environmental Protection License Number: LB-0075
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PLM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number:
3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, LELAP Lab ID #05088



1551 Oakbridge Dr. STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
 Form 140, Rev 1, 1/20/2017

SanAir ID Number 26003352

Company: Sitex	Project #: 23581	Collect by: Mike Howard
Address: 5233 IH 37 Suite A-3	Project Name: SURF BUILDING	Phone #: 361-815-0881
City, St., Zip: Corpus Christi, TX 78408	Date Collected: 1-16-2026	Fax #:
State of Collection: Texas Account#: 3138	P.O. Number:	Email: stacyk@sitexsolutions.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
** Available on 24-hr. to 5-day TAT			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	Matrix Other		
X			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			
Water			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			
ABHE	EPA 100.2	<input type="checkbox"/>						

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8 HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
	SEE ATTACHED				

Relinquished by	Date	Time	Received by	Date	Time
Mike Howard	1-19-26	1300		01-20-26	10:10 AM

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



Lead in Paint Laboratory Analytical Results

HOUSTON • CORPUS CHRISTI

CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400



The Identification Specialists

Analysis Report
prepared for
SITEX Inc.

Report Date: 1/23/2026

Project Name: TAMUCC

Project #: 23581

SanAir ID#: 26003581



10501 Trade Court, North Chesterfield, Virginia 23236

888.895.1177 | 804.897.1177 | fax: 804.897.0070 | LabReports@SanAir.com | SanAir.com



SanAir ID Number
26003581
FINAL REPORT
1/23/2026 10:36:55 AM

Name: SITEX Inc.
Address: 1525 S. Broadway
St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: TAMUCC
Collected Date: 1/16/2026
Received Date: 1/20/2026 10:10:00 AM

Dear Mike Howard,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Tuesday, January 20, 2026 via FedEx. The final report(s) is enclosed for the following sample(s): L1, L2.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Abisola Kasali".

Abisola Kasali
Metals Laboratory Director
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Chemistry Analysis
- Disclaimers and Additional Information

Sample conditions:
- 2 samples in Good condition.



SanAir ID Number
26003581
 FINAL REPORT
 1/23/2026 10:36:55 AM

Name: SITEX Inc.
Address: 1525 S. Broadway
 St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: TAMUCC
Collected Date: 1/16/2026
Received Date: 1/20/2026 10:10:00 AM

Analyst: Templeton, Kat
 Test Method: SW846/M3050B/7000B

Lead Paint Analysis

PAINT Sample	Description	µg Pb In Sample	Sample Size (grams)	Calculated RL	Sample Results	Sample Results
26003581 - 1	L1 Surf Building- Floor 1 East Stairwell Handrail	< 10.0	0.1043	95.9	<95.9 µg/g (ppm)	<0.010 % By Weight
26003581 - 2	L2 Surf Building- Floor 1 East Stairwell Wa;;	< 10.0	0.1033	96.8	<96.8 µg/g (ppm)	<0.010 % By Weight

Method Reporting Limit < 10 µg/0.1 g paint

Signature: *Kaitlyn Templeton*
 Date: 1/21/2026

Reviewed: *Abisa Olanrewaju*
 Date: 1/21/2026

Disclaimer

This report is the sole property of the client account named on the chain-of-custody (COC) submitted to SanAir Technologies Laboratory, Inc. (SanAir). Results in the report are confidential information intended only for the use by the customer listed on the chain of custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. Final reports cannot be reproduced, except in full, without written approval from SanAir to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means.

The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results of the analysis is dependent upon the method of sample procurement and information provided by the client on the COC. SanAir is not responsible for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. SanAir only assures the precision and accuracy of the data it generates and assumes no responsibility for errors or biasing that occur during collection prior to SanAir's receipt of the sample(s). Evaluation reports are based solely on the sample(s) in the condition in which they are received at the laboratory and on the information provided by the client on the COC. Sample(s) were received in good condition unless otherwise noted on the report. All quality control results are acceptable unless otherwise noted. SanAir does not make contamination corrections to reports based upon analysis of laboratory and/or field blanks. When the client requires samples to be tested that deviate from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. SanAir's Method Detection Limits (MDL) and Reporting Limits (RL) have been derived using various materials meeting each accrediting agencies' standards. All samples are disposed of after 60 days unless otherwise requested by the client. For Lead Exposure Limits, refer to HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards and State and Federal Regulations, where applicable.

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA LAP, LLC (Laboratory ID LAP-162952), and has met the EPA's NLLAP program standards. SanAir also participates in the State of New York's DOH-ELAP program (NY Lab Id No. 11983) for lead in paint. This report does not constitute nor shall be used by the client to claim product, process, system, or person certification, approval, or endorsement by AIHA LAP, LLC, NELAC, NIST, and/or any other U.S. governmental agencies. All or some test results contained in this report may not be accredited by every local, state or federal regulatory agency. Refer to the SanAir website at www.sanair.com for copies of current certificates and scopes of various accreditations, certifications, and licenses or contact the laboratory for inquiries regarding the status or scope of an accreditation or certification.

AIHA LAP, LLC Lab ID: LAP-162952

New York State Department of Health Laboratory ID No: 11983

State of Connecticut Department of Public Health Environmental Laboratory Registration Number: PH-0105

Ohio Department of Health Environmental Lead Laboratory Approval Number E10049

State of Rhode Island Department of Health Environmental Lead Laboratory No LAO00371

Revision Date 3/24/2025



Lead Paint Sampling Form

Date: 1-16-2026

Client: TAMUCC

Plant/Building Name: 23581 Jetty Building

Sample #	Sample Location	Paint Color	Primer Color	Misc. Notes
L-1	Floor 1 East Stairwell Handrail	Grey	N/A	
L-2	Floor 1 East Stairwell Wall	Beige	N/A	

Technician Name: M.P. Kass (Send this form w/ Chain-of-Custody)

CORPUS CHRISTI • HOUSTON



Environmental Inspection Report

January 26, 2026

**JETTY RESIDENTIAL HALL
6300 OCEAN DRIVE
CORPUS CHRISTI, TEXAS**

Prepared for:

TAMUCC

Prepared by:

**SITEX, INC.
5233 IH 37 SUITE A3
CORPUS CHRISTI, TEXAS 78408
(361) 887-9400**

SITEX PROJECT NUMBER: 23581

HOUSTON • CORPUS CHRISTI

CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400



January 26, 2026

Mr. Scott Meares
Vice President for Operations
TAMUCC
6300 Ocean Drive
Corpus Christi, TX 78412

**RE: Limited Environmental Inspection
Jetty Residential Hall
6300 Ocean Drive
Corpus Christi, TX 78412
Sitex Project Number: 23581**

Dear Mr. Meares:

Enclosed is the report for the environmental inspection performed at 6300 Ocean Drive in Corpus Christi, TX. The inspection was performed on January 16, 2025 by Mr. Michael Howard of Sitex, Inc. Mr. Howard is licensed as an Asbestos Inspector (#60-4281) by the Texas Department of State Health Services.

SCOPE OF WORK

The scope of this project was limited to suspect asbestos materials and lead-containing paint films associated with the interior of the Laguna Residential Hall at the above reference property. Twenty-one (21) samples of suspect asbestos materials and two (2) samples of suspect lead-containing paint films were collected.

Asbestos Result Summary

Suspect asbestos-containing materials (ACM) were collected according to protocol established by the *Texas Asbestos Health Protection Rules (TAHPR) §296.191(a)(2)* for building demolitions and renovations. During the inspection, sampled materials were assigned a sample number and a homogenous area number. Samples were collected of each area, and the friability and condition of the suspect material was assessed.

The State of Texas defines asbestos-containing materials as having greater than one percent (>1%) asbestos content. No asbestos was detected in any of the samples collected.

Lead Result Summary

Paint film sampling was conducted in accordance with commonly accepted commercial and professional standard practices for similar assignments. The intent of the sampling was to identify painted surfaces that may contain



elevated levels of lead. Visually discernable painted surface coatings associated with the interior of the above-referenced building were sampled for lead content.

The State of Texas defines lead-based paint as having ≥ 1.0 mg/cm as measured by XRF or laboratory analysis, or ≥ 5000 parts per million (ppm) lead, $\geq 0.5\%$ lead by weight, or ≥ 5000 mg/kg concentration, as measured by laboratory analysis. All samples collected were below the regulatory limit for being considered lead containing paint.

Sampled Materials Data

Tables I and II contain the homogenous area numbers, material types, material descriptions, material locations, condition assessments, and a summary of the analytical results for asbestos. A list of definitions can be found following the text of this report. Table III associates homogenous paint descriptions, locations, and a summary of the analytical results. The complete laboratory analytical results for asbestos and paint film samples are listed in separate laboratory documents following the text of this report.

ANALYTICAL METHODS

Asbestos and lead analyses were performed at SanAir Technologies Laboratories Inc. in North Chesterfield, VA. SanAir is an American Industrial Hygiene Association participant laboratory (#162952), a National Institute of Standards and Technology NVLAP-accredited laboratory (#200870), and licensed by the Texas Department of State Health Services (#30-0440) for asbestos laboratory analysis. Polarized light microscopy (PLM) lab analyses of asbestos samples was performed using standard oil immersion and optical staining techniques. Paint film lab analyses were performed via EPA Method *SW-846/M3050B/7000B*, using flame atomic absorption spectrophotometry.

LIMITATIONS

This sampling report does not guarantee that additional asbestos-containing materials or lead-containing paint films are not present. The scope of this project was limited to the materials sampled within this report. Areas such as, but not limited to, beneath existing flooring, inside walls, inside doors, interior of ductwork, interior of mechanical or other equipment, interior of piping flanges/valves, interior of electrical components, behind all non-movable finish materials, and all other portions of the building not designated in the Scope of Work, including the building exterior, were specifically excluded and not sampled for the presence of lead in paint or asbestos.

The following analytical results pertain to only the samples analyzed and may not reflect the actual composition of the entire homogeneous area. Sitex, Inc. assumes no responsibility for any subsequent use or interpretations of these analytical results. This report must not be used to claim product endorsement by NVLAP or any other state or federal government agency.



Please call us if you have any questions regarding this inspection report. We appreciate the opportunity to be of service to you.

Sincerely,

A handwritten signature in black ink that reads "Stacy Kraatz". The signature is written in a cursive, slightly slanted style.

Stacy Kraatz
Asbestos Consultant (#10-5874)
South Texas Regional Manager
Sitex, Inc.

A handwritten signature in black ink that reads "Michael Howard". The signature is written in a cursive, slightly slanted style.

Michael Howard
Asbestos Inspector (#60-4281)
Sitex, Inc.



List of Asbestos Definitions

Asbestos-Containing Material (ACM) - any material containing more than one percent asbestos (chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos).

Demolition - the wrecking or taking out of any load-supporting structure member and any related razing, removing, or stripping of asbestos products.

Disturbance - contact which releases fibers from ACM or debris containing ACM including activities which that disrupts the matrix of ACM, render ACM friable, or generate visible debris.

Encapsulation - a method of control of asbestos fibers in which the surface of ACM is penetrated by or covered with a liquid coating prepared for that purpose.

Enclosure - the construction of an airtight, impermeable, semi-permanent barrier surrounding asbestos to prevent the release of asbestos fibers into the air.

Fiber - a particulate form of asbestos, 5 micrometers or longer, with a length-to diameter ratio of at least 3 to 1.

Friable Materials - any material that when dry can be crumbled, pulverized, or reduced to powder by hand pressure.

Homogeneous Area - an area of surfacing material or thermal system that is uniform in color and texture.

Intact - means that the ACM has not crumbled, been pulverized, or otherwise deteriorated so that it is no longer likely to be bound with its matrix.

Removal - all operations where ACM is taken out or stripped from structures or substrates, and includes demolition operations.

Renovation - the modifying of any existing structure, or portion thereof.

Repair - overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM attached to structures or substrates.



Table I – Asbestos Sample Materials Summary



TABLE I – ASBESTOS SAMPLE MATERIALS SUMMARY
Jetty Residence Hall, 6300 Ocean Drive, Corpus Christi, TX 78412

H.A.*	MATERIAL NAME	MATERIAL DESCRIPTION	MATERIAL LOCATION	CONDITION	FRIABLE	ASBESTOS-CONTAINING MATERIAL
1	Ceiling / Wall Texture, drywall and joint compound	Dried White Gypsum Mod	Walls and Ceilings Throughout Floors 1, 2 and 3 Common Areas and Stairwells	Good	Yes	No
2	Carpet Mastic	Tan Adhesive	Halls of Common Areas of Floors 1-3 and Stairwell Landings	Good	No	No
3	Vinyl Plank Flooring & mastic	Brown Wood Grain and clear and tan mastic	Floor 1 Kitchen and Laundry	Good	No	No
4	Floor Tile & mastic	12" x 12" Cream with Tan Flecks with yellow mastic	Floor 2 & 3 Restroom	Good	No	No
5	Vinyl Plank Flooring & mastic	Brown Wood Grain with clear mastic	Floor 2 and 3 Laundry	Good	No	No
6	Sheet Floor & mastic	Vinyl with Brown Wood Pattern with yellow mastic	Floor 2 & 3 Kitchen	Good	No	No
7	Vinyl plank flooring & mastic	Gray wood patter with green mastic	Floor 1 restroom	Good	No	No

* Homogeneous Area



Table II – Asbestos Sample Locations / Homogenous Area Association



TABLE II: ASBESTOS SAMPLE NUMBER ↔ HOMOGENEOUS AREA
Jetty Residence Hall, 6300 Ocean Drive, Corpus Christi, TX 78412

SAMPLE #	H.A.*	SAMPLE LOCATION
1	1	1 st Floor Kitchen
2	1	2 nd Floor Laundry
3	1	3 rd Floor Lounge
4	1	1 st Floor Lounge
5	1	2 nd Floor Lounge
6	1	3 rd Floor Hall
7	1	1 st Floor Kitchen
8	2	1 st Floor Laundry
9	2	1 st Floor Laundry
10	2	2 nd Floor Restroom
11	2	3 rd Floor Restroom
12	2	3 rd Floor Restroom
13	2	2 nd Floor Restroom
14	2	3 rd Floor Restroom
15	3	3 rd Floor Restroom
16	3	2 nd Floor Kitchen
17	3	3 rd Floor Kitchen
18	3	3 rd Floor Kitchen
19	3	1 st Floor Restroom
20	3	1 st Floor Restroom
21	3	1 st Floor Restroom

* Homogeneous Area



Table III – Lead in Paint Sample Summary



TABLE III – PAINT FILM SAMPLE SUMMARY
Jetty Residence Hall, 6300 Ocean Drive, Corpus Christi, TX 78412

SAMPLE #	PAINT COLOR LAYER DESCRIPTION	SAMPLE LOCATION	ANALYSIS SUMMARY ppm	ANALYSIS SUMMARY % by weight	LEAD BASED PAINT
L1	Gray	Floor 1 East Stairwell handrail	<87	<0.009	No
L2	Beige	Floor 1 East Stairwell Wall	<83.3	<0.008	No

EPA, HUD, and Texas Standards for paint being considered lead-containing are:

1.0 mg/cm²-X-ray fluorescence (XRF)

≥ 5000 parts per million (ppm)

≥ 5000 mg/kg concentration

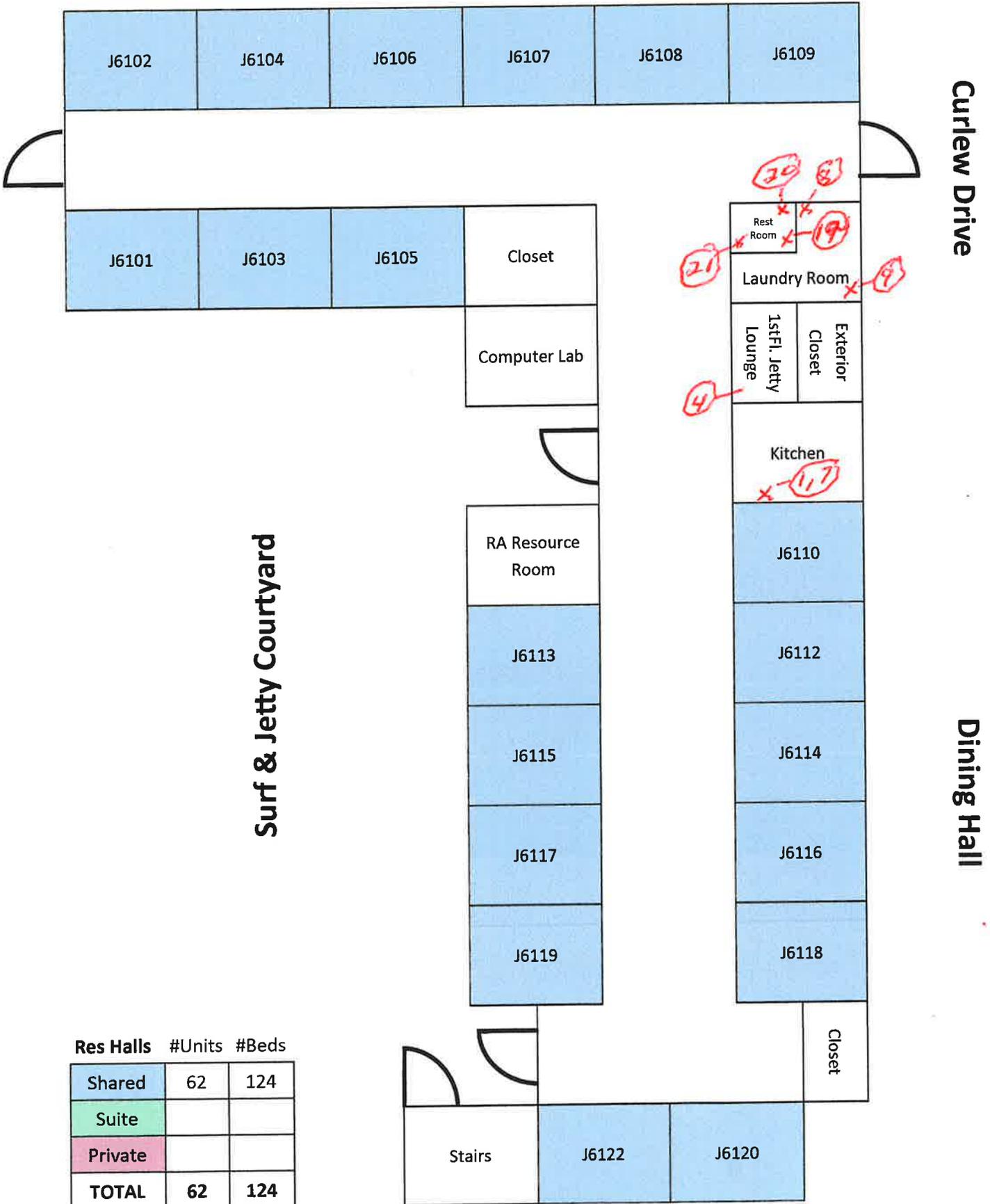
≥ 0.5% by weight



Asbestos and Paint Sample Location Diagrams

JETTY HALL - FIRST FLOOR

Parking Lot



Res Halls	#Units	#Beds
Shared	62	124
Suite		
Private		
TOTAL	62	124

Parking Lot / TAMUCC

JETTY HALL - SECOND FLOOR

Parking Lot

J6202	J6204	J6206	J6207	J6208	J6209
-------	-------	-------	-------	-------	-------

To Surf Hall

J6201	J6203	J6205	Closet
-------	-------	-------	--------

Computer Lab

J6211
J6213
J6215
J6217
J6219

Rest Room

Laundry Room

2nd Floor Jetty Lounge

Kitchen

J6210
J6212
J6214
J6216
J6218

21
13

14

5

6

Surf & Jetty Courtyard

Curlew Drive

Dining Hall

Res Halls

Shared
Suite
Private

To Surf Hall

Stairs	J6222	J6220
--------	-------	-------

Closet

Parking Lot / TAMUCC

JETTY HALL - THIRD FLOOR

Parking Lot

J6302	J6304	J6306	J6307	J6308	J6309
-------	-------	-------	-------	-------	-------

To Surf Hall

J6301	J6303	J6305	Closet X-6	Rest Room X-11 X-15 X-12
-------	-------	-------	---------------	-----------------------------------

Computer Lab	3rd Floor Jetty Lounge X-3 X-15
	Kitchen X-17

Surf & Jetty Courtyard

J6311	J6310
J6313	J6312
J6315	J6314
J6317	J6316
J6319	J6318

Curlew Drive

Dining Hall

Res Halls

Shared
Suite
Private

To Surf Hall

Stairs	J6322	J6320	Closet
--------	-------	-------	--------

Parking Lot / TAMUCC



Asbestos Polarized Light Microscopy Laboratory Analytical Results

HOUSTON • CORPUS CHRISTI

CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400



The Identification Specialists

Analysis Report
prepared for
SITEX Inc.

Report Date: 1/23/2026

Project Name: Jetty Building

Project #: 23581

SanAir ID#: 26003356



NVLAP LAB CODE 200870-0

10501 Trade Court, North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | LabReports@SanAir.com | SanAir.com



SanAir ID Number
26003356
FINAL REPORT
1/23/2026 12:49:17 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: Jetty Building
Collected Date: 1/16/2026
Received Date: 1/20/2026 12:13:00 PM

Dear Mike Howard,

We at SanAir would like to thank you for the work you recently submitted. The 21 sample(s) were received on Tuesday, January 20, 2026 via FedEx. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 20 samples in Good condition.
- 1 samples in Layer Missing condition. (#1)



SanAir ID Number
26003356
 FINAL REPORT
 1/23/2026 12:49:17 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
 St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: Jetty Building
Collected Date: 1/16/2026
Received Date: 1/20/2026 12:13:00 PM

Analyst: Forman, Sydney

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1 / 26003356-001 Wall/Ceiling Texture, Drywall & Joint Compound 1st Floor, Drywall	White Non-Fibrous Heterogeneous	5% Cellulose 3% Glass	92% Other	None Detected
1 / 26003356-001 Wall/Ceiling Texture, Drywall & Joint Compound 1st Floor, Joint Compound	White Non-Fibrous Heterogeneous	5% Cellulose	95% Other	None Detected
1 / 26003356-001 Wall/Ceiling Texture, Drywall & Joint Compound 1st Floor, Texture				Not Submitted
2 / 26003356-002 Wall/Ceiling Texture, Drywall & Joint Compound 2nd Floor, Drywall	White Non-Fibrous Heterogeneous	5% Cellulose 3% Glass	92% Other	None Detected
2 / 26003356-002 Wall/Ceiling Texture, Drywall & Joint Compound 2nd Floor, Joint Compound	White Non-Fibrous Heterogeneous	5% Cellulose	95% Other	None Detected
2 / 26003356-002 Wall/Ceiling Texture, Drywall & Joint Compound 2nd Floor, Texture	White Non-Fibrous Homogeneous		100% Other	None Detected
3 / 26003356-003 Wall/Ceiling Texture, Drywall & Joint Compound 3rd Floor, Drywall	White Non-Fibrous Heterogeneous	5% Cellulose 3% Glass	92% Other	None Detected
3 / 26003356-003 Wall/Ceiling Texture, Drywall & Joint Compound 3rd Floor, Joint Compound	White Non-Fibrous Heterogeneous	5% Cellulose	95% Other	None Detected
3 / 26003356-003 Wall/Ceiling Texture, Drywall & Joint Compound 3rd Floor, Texture	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Sydney Forman*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
26003356
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 1/23/2026 12:49:17 PM

Name: SITEX Inc.
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Phone: 713-782-4411

Project Number: 23581
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Project Name: Jetty Building
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Analyst: Forman, Sydney

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
4 / 26003356-004 Carpet Mastic 1st Floor Lounge	Tan Non-Fibrous Homogeneous		100% Other		None Detected
5 / 26003356-005 Carpet Mastic 2nd Floor Lounge	Tan Non-Fibrous Homogeneous		100% Other		None Detected
6 / 26003356-006 Carpet Mastic 3rd Floor Hall	Tan Non-Fibrous Homogeneous		100% Other		None Detected
7 / 26003356-007 Vinyl Plank Flooring And Mastic 1st Floor Kitchen, Flooring	Brown Non-Fibrous Heterogeneous		100% Other		None Detected
7 / 26003356-007 Vinyl Plank Flooring And Mastic 1st Floor Kitchen, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
8 / 26003356-008 Vinyl Plank Flooring And Mastic 1st Floor Laundry, Flooring	Brown Non-Fibrous Heterogeneous		100% Other		None Detected
8 / 26003356-008 Vinyl Plank Flooring And Mastic 1st Floor Laundry, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
9 / 26003356-009 Vinyl Plank Flooring And Mastic 1st Floor Laundry, Flooring	Brown Non-Fibrous Heterogeneous		100% Other		None Detected
9 / 26003356-009 Vinyl Plank Flooring And Mastic 1st Floor Laundry, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
10 / 26003356-010 Floor Tile & Mastic 2nd Floor Restroom, Tile	Cream Non-Fibrous Homogeneous		100% Other		None Detected

Analyst: *Sydney Forman*

Approved Signatory: *Jonathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
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Analyst: Forman, Sydney

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
10 / 26003356-010 Floor Tile & Mastic 2nd Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
11 / 26003356-011 Floor Tile And Mastic 3rd Floor Restroom, Tile	Cream Non-Fibrous Homogeneous		100% Other		None Detected
11 / 26003356-011 Floor Tile And Mastic 3rd Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
12 / 26003356-012 Floor Tile And Mastic 3rd Floor Restroom, Tile	Cream Non-Fibrous Homogeneous		100% Other		None Detected
12 / 26003356-012 Floor Tile And Mastic 3rd Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
13 / 26003356-013 Vinyl Plank Flooring & Mastic 2nd Floor Restroom, Flooring	Brown Non-Fibrous Heterogeneous		100% Other		None Detected
13 / 26003356-013 Vinyl Plank Flooring & Mastic 2nd Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
14 / 26003356-014 Vinyl Plank Flooring & Mastic 3rd Floor Restroom, Flooring	Brown Non-Fibrous Heterogeneous		100% Other		None Detected
14 / 26003356-014 Vinyl Plank Flooring & Mastic 3rd Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other		None Detected
15 / 26003356-015 Vinyl Plank Flooring & Mastic 3rd Floor Restroom, Flooring	Brown Non-Fibrous Heterogeneous		100% Other		None Detected

Analyst: *Sydney Forman*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
26003356
 FINAL REPORT
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Name: SITEX Inc.
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Analyst: Forman, Sydney

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
15 / 26003356-015 Vinyl Plank Flooring & Mastic 3rd Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other	None Detected
16 / 26003356-016 Sheet Vinyl & Mastic 2nd Floor Kitchen, Sheet Vinyl	Brown Non-Fibrous Heterogeneous	12% Cellulose 3% Glass	85% Other	None Detected
16 / 26003356-016 Sheet Vinyl & Mastic 2nd Floor Kitchen, Mastic	Tan Non-Fibrous Heterogeneous		100% Other	None Detected
17 / 26003356-017 Sheet Vinyl & Mastic 3rd Floor Kitchen, Sheet Vinyl	Brown Non-Fibrous Heterogeneous	12% Cellulose 3% Glass	85% Other	None Detected
17 / 26003356-017 Sheet Vinyl & Mastic 3rd Floor Kitchen, Mastic	Tan Non-Fibrous Heterogeneous		100% Other	None Detected
18 / 26003356-018 Sheet Vinyl & Mastic 3rd Floor Kitchen, Sheet Vinyl	Brown Non-Fibrous Heterogeneous	12% Cellulose 3% Glass	85% Other	None Detected
18 / 26003356-018 Sheet Vinyl & Mastic 3rd Floor Kitchen, Mastic	Tan Non-Fibrous Heterogeneous		100% Other	None Detected
19 / 26003356-019 Vinyl Plank Flooring & Mastic 1st Floor Restroom, Flooring	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
19 / 26003356-019 Vinyl Plank Flooring & Mastic 1st Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other	None Detected
20 / 26003356-020 Vinyl Plank Flooring & Mastic 1st Floor Restroom, Flooring	Gray Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst: *Sydney Forman*

Approved Signatory: *Jonathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026



SanAir ID Number
26003356
 FINAL REPORT
 1/23/2026 12:49:17 PM

Name: SITEX Inc.
Address: 1525 S. Broadway
 St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: Jetty Building
Collected Date: 1/16/2026
Received Date: 1/20/2026 12:13:00 PM

Analyst: Forman, Sydney

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
20 / 26003356-020 Vinyl Plank Flooring & Mastic 1st Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other	None Detected
21 / 26003356-021 Vinyl Plank Flooring & Mastic 1st Floor Restroom, Flooring	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
21 / 26003356-021 Vinyl Plank Flooring & Mastic 1st Floor Restroom, Mastic/Leveler	Various Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst: *Sydney Forman*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/23/2026

Date: 1/23/2026

Disclaimer and Additional Information:
Asbestos Bulk PLM EPA 600/R-93/116

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The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client on the COC. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition received at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, P.O. number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start-stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. When the client requires samples to be tested that deviates from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted.

This report does not constitute nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC, AIHA LAP, LLC or any other U.S. governmental agencies; all or some tests contained in this report may not be accredited by every local, state, and federal regulatory agencies. Refer to the SanAir website at www.sanair.com for copies of current certificates and scopes of various accreditations, certifications, and licenses or contact the laboratory for inquiries regarding the status or scope of an accreditation or certification.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations, Certifications, and Licenses

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number:
AA000222
State of Maine Department of Environmental Protection License Number: LB-0075
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PLM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number:
3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, LELAP Lab ID #05088



1551 Oakbridge Dr. STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

Asbestos
Chain of Custody
 Form 140, Rev 1, 1/20/2017

SanAir ID Number
 26003356

Company: Sitex	Project #: 23581	Collect by: Mike Howard
Address: 5233 IH 37 Suite A-3	Project Name: JETTY BUILDING	Phone #: 361-815-0881
City, St., Zip: Corpus Christi, TX 78408	Date Collected: 1-16-2026	Fax #:
State of Collection: Texas Account#: 3138	P.O. Number:	Email: stacyk@sitexsolutions.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop <input type="checkbox"/>		ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBNEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
** Available on 24-hr. to 5-day TAT			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	Matrix Other		
X Water			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			<input type="checkbox"/>
ABHE	EPA 100.2	<input type="checkbox"/>	ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			<input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8 HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
	SEE ATTACHED				

Relinquished by	Date	Time	Received by	Date	Time
Mike Howard	1-19-26	1300	<i>[Signature]</i>	01-20-26	11:10 AM
<i>[Signature]</i>					

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



Lead in Paint Laboratory Analytical Results

HOUSTON • CORPUS CHRISTI

CORPUS CHRISTI OFFICE: 5233 IH 37 Suite A3 • Corpus Christi, Texas 78408 • Phone 361-887-9400



The Identification Specialists

Analysis Report
prepared for
SITEX Inc.

Report Date: 1/23/2026

Project Name: TAMUCC

Project #: 23581

SanAir ID#: 26003582



10501 Trade Court, North Chesterfield, Virginia 23236

888.895.1177 | 804.897.1177 | fax: 804.897.0070 | LabReports@SanAir.com | SanAir.com



SanAir ID Number
26003582
FINAL REPORT
1/23/2026 10:37:11 AM

Name: SITEX Inc.
Address: 1525 S. Broadway
St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: TAMUCC
Collected Date: 1/16/2026
Received Date: 1/20/2026 10:10:00 AM

Dear Mike Howard,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Tuesday, January 20, 2026 via FedEx. The final report(s) is enclosed for the following sample(s): L1, L2.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Abisola Kasali".

Abisola Kasali
Metals Laboratory Director
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Chemistry Analysis
- Disclaimers and Additional Information

Sample conditions:
- 2 samples in Good condition.



SanAir ID Number
26003582
 FINAL REPORT
 1/23/2026 10:37:11 AM

Name: SITEX Inc.
Address: 1525 S. Broadway
 St. Louis, MO 63104
Phone: 713-782-4411

Project Number: 23581
P.O. Number:
Project Name: TAMUCC
Collected Date: 1/16/2026
Received Date: 1/20/2026 10:10:00 AM

Analyst: Templeton, Kat
 Test Method: SW846/M3050B/7000B

Lead Paint Analysis

PAINT Sample	Description	µg Pb In Sample	Sample Size (grams)	Calculated RL	Sample Results	Sample Results
26003582 - 1	L1 Jetty Building- Floor 1 East Stairwell Handrail	< 10.0	0.1149	87	<87 µg/g (ppm)	<0.009 % By Weight
26003582 - 2	L2 Jetty Building- Floor 1 East Stairwell Wall	< 10.0	0.12	83.3	<83.3 µg/g (ppm)	<0.008 % By Weight

Method Reporting Limit <10 µg/0.1 g paint

Signature: *Kaitlyn Templeton*
 Date: 1/21/2026

Reviewed: *Abisa Olanrewaju*
 Date: 1/21/2026

Disclaimer

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The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results of the analysis is dependent upon the method of sample procurement and information provided by the client on the COC. SanAir is not responsible for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. SanAir only assures the precision and accuracy of the data it generates and assumes no responsibility for errors or biasing that occur during collection prior to SanAir's receipt of the sample(s). Evaluation reports are based solely on the sample(s) in the condition in which they are received at the laboratory and on the information provided by the client on the COC. Sample(s) were received in good condition unless otherwise noted on the report. All quality control results are acceptable unless otherwise noted. SanAir does not make contamination corrections to reports based upon analysis of laboratory and/or field blanks. When the client requires samples to be tested that deviate from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. SanAir's Method Detection Limits (MDL) and Reporting Limits (RL) have been derived using various materials meeting each accrediting agencies' standards. All samples are disposed of after 60 days unless otherwise requested by the client. For Lead Exposure Limits, refer to HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards and State and Federal Regulations, where applicable.

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA LAP, LLC (Laboratory ID LAP-162952), and has met the EPA's NLLAP program standards. SanAir also participates in the State of New York's DOH-ELAP program (NY Lab Id No. 11983) for lead in paint. This report does not constitute nor shall be used by the client to claim product, process, system, or person certification, approval, or endorsement by AIHA LAP, LLC, NELAC, NIST, and/or any other U.S. governmental agencies. All or some test results contained in this report may not be accredited by every local, state or federal regulatory agency. Refer to the SanAir website at www.sanair.com for copies of current certificates and scopes of various accreditations, certifications, and licenses or contact the laboratory for inquiries regarding the status or scope of an accreditation or certification.

AIHA LAP, LLC Lab ID: LAP-162952

New York State Department of Health Laboratory ID No: 11983

State of Connecticut Department of Public Health Environmental Laboratory Registration Number: PH-0105

Ohio Department of Health Environmental Lead Laboratory Approval Number E10049

State of Rhode Island Department of Health Environmental Lead Laboratory No LAO00371

Revision Date 3/24/2025

