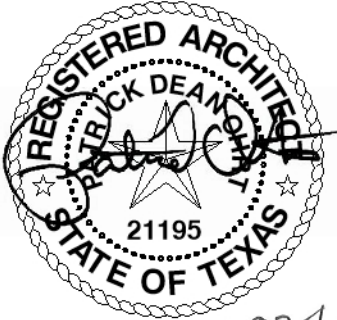


**Project Manual and Specifications**

**Matagorda County**  
**Blessing Community Center**

**560 FM 616**  
**Blessing, Texas 77419**

Project #1029-0823  
February 13, 2024



02-13-2024



**SECTION 00 01 01 - TITLE PAGE**

**TITLE AND LOCATION OF THE WORK:**

MATAGORDA COUNTY BLESSING COMMUNITY CENTER  
560 FM 616  
BLESSING, TX 77419

**NAME AND ADDRESS OF THE OWNER:**

CHARLES FRICK, COMMISSIONER PRECINCT 4  
MATAGORDA COUNTY  
1700 7<sup>th</sup> STREET  
BAY CITY, TEXAS 77414

**NAME AND ADDRESS OF THE ARCHITECT-ENGINEER:**

RAWLEY MCCOY AND ASSOCIATES, PLLC  
ARCHITECTS AND INTERIOR DESIGNERS  
1908 N. LAURENT ST., SUITE 540  
VICTORIA, TEXAS 77901  
(361) 573-1642  
FAX (361) 573-2114

**TITLE OF DOCUMENTS BOUND HEREWITH:**

TITLE PAGE  
TABLE OF CONTENTS  
INDEX OF DRAWINGS  
BIDDING REQUIREMENTS  
CONTRACT DOCUMENTS

**DATE:**

FEBRUARY 13, 2024

**PROJECT NUMBER:**

1029-0823

**END OF SECTION 00 01 01**

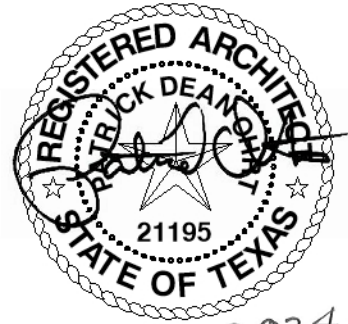




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**END OF SECTION 00 01 15**







**SECTION 00 11 16 – NOTICE TO PROPOSERS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

The Matagorda County Commissioners' Court is seeking Competitive Sealed Proposals for the **Blessing Community Center Project** until **2:00 p.m., March 12, 2024**. Proposals will be received by Crystal Morones, Grant Administrator, at 2200 7th Street, Room #208, Bay City, Texas. Proposals will then be held unopened until 3:00 pm, and be opened and read aloud in the 3rd Floor, County Courtroom located at the Matagorda County Courthouse, 1700 7th Street, Bay City, Texas.

Proposals received after the stated time and date will be returned to the proposer unopened.

Proposals shall be based on lump sum fixed pricing and must include all materials, labor, permits, fees, bonds and insurance.

A **pre-proposal conference** will be held at 10:00 a.m., **February 27, 2024**, at the project jobsite located at 560 FM 616, Blessing, TX 77419.

Proposal documents may be obtained by contacting the architect, Rawley McCoy & Associates, at 1908 N. Laurent St., Suite 540, Victoria, Texas 77901 or by calling (361) 573-1642. Documents in PDF format will be e-mailed to proposers on request. Architect can also provide a PDF copy of the proposal documents on a CD for a non-refundable fee of \$20.00.

All proposals equal to or greater than \$100,000.00 including any additive alternates, must be accompanied by proposal security in the form of a cashier's check, certified check or proposal bond made payable without recourse to Victoria County in an amount equal to or not less than 5% of the proposal amount including any additive alternates. Performance and labor and material payment bonds will be required equal to 100% of the contract amount, if more than \$100,000.00. Payment Bonds only are required if proposal is greater than \$25,000.00, but less than \$100,000.00. Prevailing wages adopted by the Victoria County and published in the proposal documents must be paid on this project.

No proposals may be withdrawn for a period of 45 days subsequent to the opening of the proposals without consent of the County. All proposal securities will be retained until contracts have been awarded and executed, but no longer than 45 days. The County reserves the right to reject any and/or all proposals and to accept any proposal deemed by the County as providing the best value for and being most beneficial to the County, and to waive all formalities in the proposal process.

**END OF SECTION 00 11 16**



**SECTION 002113 – INSTRUCTIONS TO PROPOSERS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

Proposers are expected to inform themselves regarding all local conditions and are expected to inspect the site of work at 560 FM 616, Blessing, TX 77419.

Proposal documents may be examined at the following locations:

Rawley McCoy & Associates  
Architects and Interior Designers  
1908 N. Laurent St., Suite 540  
Victoria, TX 77901

Associated Builders & Contractors  
Texas Mid-Coast Chapter  
1408 N. Ben Jordan St,  
Victoria, TX 77901

The Proposer shall check all proposal documents furnished him immediately upon receipt of the documents, and shall promptly notify the Architect of any discrepancies or conflicts therein. During the time given for preparing proposals, the Architect will give no verbal instructions to the proposers. Written addenda will be issued by the Architect to correct discrepancies and conflicts in the documents or clarify any items that are not clearly understood.

Proposals are to be based exactly on the proposal documents. Include the materials, manufacturers and processes specified. No substitutions may be used unless they are incorporated into the proposal documents by addenda. Make requests for substitutions at least five (5) days prior to the proposal receipt date. Provide sufficient technical information on substitution items to allow the Architect to make equitable comparison with specified items.

Addenda issued during the course of the proposal preparation time shall be delivered to each person who previously received a complete set of proposal documents. Addenda will be mailed, faxed or otherwise delivered no later than one (1) day prior to the proposal receipt date. Proposers must acknowledge receipt of all addenda received during the proposal preparation time as provided for on the proposal form. Such acknowledgment will constitute evidence that the Proposer has considered all changes and clarifications to the proposal documents included in the addenda in preparing his proposal and will accept inclusion of the addenda in the evaluation and/or negotiation process and ultimately in an executed contract for construction.

All proposals must be submitted on proposal form provided by the Architect. Any proposal forms with qualifications added may be rejected.

In the event of a difference in written words and figures on the proposal form, the amount stated in written words shall govern. A proposer may modify his proposal prior to closing time provided such modification is over the signature of the proposer.

Enclose copies of proposal form, proposal security and other documents required to be submitted in a sealed envelope addressed to Crystal Morones, Grant Administrator, and clearly labeled as follows:

**Matagorda County Blessing Community Center Project**

Proposer's Name  
Proposer's Address

Mailed proposals shall be prepared as described above and enclosed in an outer envelope noted "Competitive Sealed Proposal Enclosed" and addressed to:

For First Class or Express Mail:  
Crystal Morones, Grant Administrator  
2200 7th Street, Room #208, Bay City, Texas

For Overnight Express or Courier Delivery  
Crystal Morones, Grant Administrator  
2200 7th Street, Room #208, Bay City, Texas

Faxed proposals will not be accepted.

### **SCOPE OF PROPOSAL**

The Matagorda County Blessing Community Center Project is a demolition of the existing Community Center and construction of a new Community Center and associated site work in its place in Blessing, Texas.

The estimated project budget for the above-described work is approximately \$1,000,000.00 to \$1,200,00.00. It is anticipated that this project should take from 270 to 365 calendar days to complete.

### **PROPOSER QUALIFICATIONS**

Five days prior to the date for receipt of proposals by Matagorda County, each Proposer shall deliver to the office of the Architect a resume indicating, at a minimum, the number of years Proposer has been in business, background of and length of service of key personnel, a list of previous projects that demonstrates proposer's ability to construct a project similar in scope to Matagorda County Blessing Community Center Project. Lists of at least three personal references from recent clients should also be included.

### **EVALUATION CRITERIA FOR AWARD**

Award of the Contract resulting from this solicitation shall be under the selection process described herein. A committee appointed by Matagorda County will evaluate Proposals submitted in response to this solicitation. Contractor's Qualifications and Proposal Form are each significant consideration in the selection of a Contractor for this Project.

Pursuant to Section 2269.055(a) of the Texas Government Code, in determining the award of a contract, Matagorda County *may* consider:

- (1) the price;
- (2) the Proposer's experience and reputation;
- (3) the quality of the Proposer's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the Proposer's safety record;
- (6) the Proposer's proposed personnel;
- (7) whether the Proposer's financial capability is appropriate to the size and scope of the project; and

- (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

Pursuant to Section 2269.055(b) of the Texas Government Code, in determining the award of a contract, Matagorda County shall:

- (1) consider and apply any existing laws, including any criteria, related to historically underutilized businesses; and
- (2) consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

Matagorda County shall receive, publicly open, and read aloud the names of the proposers and, if any are required to be stated, all prices stated in each proposal. No later than the 45th day after the date of opening the proposals, Matagorda County shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Proposals will be ranked based upon the following weighting criteria as applied to various elements of the proposal.

Price	50%
Offerer's Qualifications	40%
<u>Time</u>	10%
Total Ranking Percentages	100%

Each of the Criteria has been assigned an appropriate weight by Matagorda County. Following an analysis and evaluation of the proposals, ranking of the Offerors will be made based upon the selection criteria. Subjective judgment on the part of the Matagorda County is implicit in the criteria selection process. The application of the foregoing criteria selection process, permits placing technical and other considerations above total price. Therefore, Matagorda County reserves the right to award to other than the lowest proposed price. Matagorda County shall select the Proposer that offers the best value for Matagorda County based on its ranking evaluation. Matagorda County shall first attempt to negotiate a contract with the top ranked Proposer. Matagorda County and its Architect and/or selection committee may discuss with the top ranked Proposer options for a scope or time modification and any price change associated with the modification. If Matagorda County is unable to negotiate a contract with the top ranked Proposer, Matagorda County shall, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in these Instructions to Proposers. In determining best value for Matagorda County, Matagorda County is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

## **CONTRACTUAL REQUIREMENTS**

Upon completion of proposal evaluation process and selection of successful Proposer a Contract for Construction will be offered by Matagorda County to Proposer for the project as negotiated.

The list of Standard AIA Contract documents and other contractual information is contained in Section 00 70 00 of the Technical Specifications as well as in the General Conditions and Supplemental General Conditions as both referenced and enumerated in the Specifications. The Contract documents are subject to further negotiations and revision prior to execution.

## **ATTACHMENTS**

In addition to the Proposal Form, the following documents must be included in the proposal package for proposal to be considered:

1. Proposal security.
2. Additional copy of Proposer's resume, which was previously delivered to the Architect.
3. Conflict of Interest Questionnaire
4. Non-Collusion Statement
5. Certificate of Authority and Incumbency (For Corporations Only)
6. Certification Regarding Lobbying
7. Governmental Certifications – Israel Verification
8. Certificate of Interested Parties - 1295 Form  
(Online form to be completed ONLY upon award of contract)  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**END OF SECTION 00 21 13**

**SECTION 00 43 23 –PROPOSAL FORM**

**BID DATE:** \_\_\_\_\_ **TUESDAY – MARCH 12, 2024**  
2:00 P.M.

**MATAGORDA COUNTY BLESSING COMMUNITY CENTER**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Street or P. O. Box)

\_\_\_\_\_  
(City, State & Zip)

\_\_\_\_\_, 2024  
(Date)

Matagorda County Blessing Community Center  
C/O Rawley McCoy & Associates  
1908 N. Laurent, Suite 540  
Victoria, TX 77901

Dear Gentlemen:

In compliance with the Notice to Proposers and Instructions to Proposers, the undersigned hereby proposes to furnish all labor, material and equipment to construct Matagorda County Blessing Community Center, in strict accordance with the plans and specifications dated February 13, 2024, prepared by Rawley McCoy & Associates, Architects and Interior Designers:

For the base bid sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

We acknowledge receipt of addenda no. \_\_\_\_\_ to addenda no. \_\_\_\_\_ inclusive, issued during the time of bidding and have included the changes therein in this bid.

We agree to bring the project to substantial completion within \_\_\_\_\_ calendar days from the date of contract or notice to proceed.

In compliance with Article 5 of the General Conditions of the Contract for Construction, we propose to use the following listed subcontractors for work on this project: Failure to list the subcontractors requested below may be used as cause to reject bid. If a single subcontractor is not known for sure at time of bid submission, list two or more possible subcontractors under consideration, state no sub bid received (the assumption will be that general contractor has simply estimated the work) or if the general contractor is going to perform the work themselves list general contractor or GC. Do not leave any lines blank.

- 1. Site Utilities \_\_\_\_\_
- 2. Site Concrete Placement & Finishing \_\_\_\_\_
- 3. Foundation Re-Bar \_\_\_\_\_
- 4. Concrete Placement & Finishing \_\_\_\_\_
- 5. Mechanical \_\_\_\_\_
- 6. Electrical \_\_\_\_\_
- 7. Plumbing \_\_\_\_\_
- 8. Masonry \_\_\_\_\_
- 9. Miscellaneous Metals \_\_\_\_\_
- 10. Stud Framing & Gypsum Board \_\_\_\_\_
- 11. Millwork \_\_\_\_\_
- 12. Thermal Insulation \_\_\_\_\_
- 13. Aluminum Windows, Doors & Frames \_\_\_\_\_
- 14. Steel Doors & Frames \_\_\_\_\_
- 15. Wood Doors \_\_\_\_\_
- 16. Painting & Finishing \_\_\_\_\_
- 17. Acoustical Ceilings \_\_\_\_\_
- 18. Flooring \_\_\_\_\_
- 19. Pre-engineered Structures \_\_\_\_\_
- 20. Others not previously Noted \_\_\_\_\_



We have examined the site of the work and the nature and the kind of work to be performed and have informed ourselves of all local conditions and other factors that may affect the cost or difficulties of performance, and we represent that we have had experience in the use of materials and methods of performance specified and that we can and will do the work with the specified materials as contemplated and indicated by the plans and specifications.

Bid security is enclosed and if written notice of the acceptance of this bid is mailed, or otherwise delivered to the undersigned within thirty (30) days after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will within ten (10) days after the date of such notice, enter into a contract with the Owner, providing Performance and Labor and Material Payment Bonds and Insurances in accordance with specifications and the bid as accepted.

Best Regards,

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

**END OF SECTION 00 43 23**



### **00 43 43 - PREVAILING WAGE RATES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

In compliance with Texas Government Code, Section 2258, Matagorda County has determined that the general prevailing rate of per diem wages in the locality in which the work under this contract is to be performed shall be the rates as provided by the U.S. Department of Labor for Matagorda County, Texas ([www.access.gpo.gov/davisbacon](http://www.access.gpo.gov/davisbacon)). Rules regarding compliance and prevailing wage rates to be paid on this project are as follows:

#### **PREVAILING WAGE RATE DETERMINATION INFORMATION**

GOVERNMENT CODE  
TITLE 10. GENERAL GOVERNMENT  
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT  
CHAPTER 2258. PREVAILING WAGE RATES

#### **SUBCHAPTER A. GENERAL PROVISIONS**

##### **Sec. 2258.001. Definitions. In this chapter:**

- (1) "Locality in which the work is performed" means:
  - (a) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:
    - (i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and
    - (ii) which, in a municipality, with a population of 500,000 or more, may only include the geographical limits of the municipality; or
  - (b) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.
- (2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.
- (3) "Worker" includes a laborer or mechanic.

##### **Sec. 2258.002. Applicability of Chapter to Public Works**

- (1) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.
- (2) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

##### **Sec. 2258.003. Liability**

- (1) An officer, agent or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

## **SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES**

### **Sec. 2258.021. Right to be Paid Prevailing Wage Rates**

- (1) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (a) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (b) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (2) Subsection (a) does not apply to maintenance work.
- (3) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or political subdivision of the state.

### **Sec. 2258.022. Determination of Prevailing Wage Rates**

- (1) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:
  - (a) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or
  - (b) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.
- (2) THIS SUBSECTION IS OMITTED BECAUSE IT IS ONLY APPLICABLE TO A PUBLIC WORK IN A COUNTY BORDERING THE UNITED MEXICAN STATES OR IN A COUNTY ADJACENT TO A COUNTY BORDERING THE UNITED MEXICAN STATES.
- (3) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.
- (4) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.
- (5) The public body's determination of the general prevailing rate of per diem wages is final.

### **Sec. 2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty**

- (1) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.002 to a worker employed by it in the execution of the contract.
- (2) A contractor or subcontractor who violates this section shall pay to the state or political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

- (3) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (4) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (5) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

**Sec. 2258.024. Records**

- (1) A contractor and subcontractor shall keep a record showing:
  - (a) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
  - (b) the actual per diem wages paid to each worker.
- (2) The record shall be open at all reasonable hours to inspection by officers and agents of the public body.

**Sec. 2258.025. Payment Greater Than Prevailing Rate Not Prohibited**

- (1) This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the prevailing rate per diem wages.

**Sec. 2258.026. Reliance on Certificate of Subcontractor**

- (1) A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

**SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES**

**Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment**

- (1) A public body awarding a contract, and an agent\* or officer of the public body, shall:
  - (a) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
  - (b) withhold money forfeited or required to be withheld under this chapter from payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

The agent for the public body as mentioned in 2258.051 above shall be the Matagorda County Auditor.

**Sec. 2258.052. Complaint; Initial Determination**

- (1) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.
  - (a) A public body must make its determination under Subsection (a) before the 31<sup>st</sup> day after the date the public body receives the information.

- (b) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial decision.
- (c) A public body shall retain any amount due under the contract pending a final determination of the violation.

**Sec. 2258.053. Arbitration Required for Unresolved Issue**

- (1) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15<sup>th</sup> day after the date the public body makes its initial determination under Section 2258.052.
- (2) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11<sup>th</sup> day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.
- (3) A public body is not a party in the arbitration.

**Sec. 2258.054. Arbitration Award; Costs**

- (1) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:
  - (a) penalties as provided by Section 2258.023 and this section; and
  - (b) All amounts owed to the affected worker.
- (2) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator determines that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

**Sec. 2258.055. Arbitration Decision and Final Award**

The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

**Sec. 2258.056. Payment by Public Body to Worker; Action to Recover Payment**

- (1) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.
- (2) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.
- (3) If the amounts retained by the public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

**Sec. 2258.057. Withholding by Contractor**

- (1) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.
- (2) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

**Sec. 2258.058. Criminal Offense**

- (1) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person willfully violates or does not comply with a provision of this chapter.
- (2) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.
- (3) An offense under this section is punishable by:
  - (a) a fine not to exceed \$500;
  - (b) confinement in jail for a term not to exceed six months; or
  - (c) both a fine and confinement.

**WAGE RATES AS PROVIDED BY THE GENERAL SERVICES COMMISSION OF THE STATE OF TEXAS**

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"General Decision Number: TX20230216 10/13/2023

Superseded General Decision Number: TX20220216

State: Texas

Construction Type: Building

Counties: Matagorda and Refugio Counties in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

<https://sam.gov/wage-determination/TX20230216/4>

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2 08/25/2023  
3 09/01/2023  
4 10/13/2023

ASBE0022-003 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.35	16.02

ASBE0087-010 06/04/2023

Refugio County

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.95	8.39

\* BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

IRON0066-008 06/01/2023

Refugio County

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.00	7.53

IRON0084-003 06/01/2023

Matagorda County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 27.51	8.13

\* LABO0154-001 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.98 **	3.49

\* PLUM0068-002 10/01/2023

	Rates	Fringes
PLUMBER.....	\$ 34.86	11.68

PLUM0142-004 07/01/2023

Refugio County

	Rates	Fringes
Plumber.....	\$ 35.95	11.25

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\* SUTX2009-103 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00
CARPENTER.....	\$ 13.18 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27 **	0.00
ELECTRICIAN.....	\$ 20.00	3.11
LABORER: Common or General.....	\$ 12.02 **	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50 **	0.22
LABORER: Mason Tender - Brick...	\$ 12.02 **	0.00
LABORER: Mortar Mixer.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75 **	0.00
OPERATOR: Bulldozer.....	\$ 12.80 **	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.26 **	0.00
ROOFER.....	\$ 13.64 **	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00 **	0.00
TRUCK DRIVER.....	\$ 11.24 **	0.35

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

\*\*\*\*\*  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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**END OF SECTION 00 43 43**



**00 45 18 - CONFLICT OF INTEREST QUESTIONNAIRE**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>	Date Received
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>	
	_____	
	Name of Officer	
<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>	
	A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>	
<b>6</b>	<input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
<b>7</b>	_____	_____
	Signature of vendor doing business with the governmental entity	Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**END OF SECTION 00 45 18**



**00 45 19 - NON-COLLUSION AFFIDAVIT**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

STATE OF TEXAS §

COUNTY OF MATAGORDA §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the  
following, who, upon oath, says:

I am the manager, secretary or other agent or officer of the principal of the Bidder or Proposer in the matter of the bids or proposals to which this affidavit is attached, and I have full knowledge of the relations of the Bidder or Proposer with the other firms in this same line of business, and the Bidder or Proposer is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to propose or not to bid thereon.

I further affirm that the Bidder or Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid or proposal.

\_\_\_\_\_  
Affiant (General Contractor)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Subscribed and sworn to before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

**END OF SECTION 00 45 19**



**00 45 20 - CERTIFICATE OF AUTHORITY AND INCUMBENCY**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

I, the undersigned, do hereby certify that:

I am a duly elected (or appointed) and a currently acting officer

of \_\_\_\_\_ a \_\_\_\_\_ corporation  
*(Corporation Name)* *(State of Incorporation)*

(hereafter called "Corporation").

1. I am an authorized signatory and agent of \_\_\_\_\_.  
*(Corporation Name)*
2. The Corporation is currently existing and in good standing with the State of Texas on the date of this Certificate.

The Board of Directors of the Corporation have duly and properly authorized \_\_\_\_\_, to enter into and to execute on behalf of the Corporation that certain General Construction Contract with the County of Matagorda, relating to Matagorda County – Blessing Community Center Project in accordance with the Drawings, Specifications and other contract documents prepared for the Owner by Rawley McCoy & Associates, PLLC, Architects and Interior Designers, and to execute, furnish and deliver to Owner on behalf of the Corporation, the required Performance Bond and Payment Bond and any documentation which may be necessary or required to effect the provisions of such Construction Contract.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN TO before me by, \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**END OF SECTION 00 45 20**



**00 45 21 - CERTIFICATION REGARDING LOBBYING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

**Certification Regarding Lobbying**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_ (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

<b>SIGNATURE</b>	
<b>NAME OF AUTHORIZED AGENT</b>	
<b>TITLE OF AUTHORIZED AGENT</b>	
<b>DATE</b>	

## Instructions for Completion of SF-LLL, Disclosure Of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, City, State, and Zip Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Subawardee, e.g., the first Subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, City, State, and Zip Code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, City, State and Zip Code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB 0348-0046

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See previous page for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i>  Name: Street Address: City, State, Zip:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Name: Street Address: City, State, Zip:  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable:</i> _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10a. Name and Address of Lobbying Registrant</b>  Name (First, MI, Last): Street Address: City, State, Zip:			<b>10b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:		
<p><b>11.</b> Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>					
Signature: _____  Name: _____ Title: _____ Telephone: _____ Date: _____					
<b>Federal Use Only</b>			<b>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</b>		

**END OF SECTION 00 45 21**





**SECTION 00 45 22 - ARPA REQUIRED PROVISIONS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

**ARPA Required Provisions**

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<b>2 CFR 200 Appendix II (A-L)</b>		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally</p>		

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>&gt;\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>&gt;\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "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.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "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.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>&gt;\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB</p>

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.		Subrecipients
None	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.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	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).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	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.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> <li>1. Competitively within a timeframe providing for compliance with the contract performance schedule;</li> <li>2. Meeting contract performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ol> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200 APPENDIX II (L)	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
	<b>Additional 2 CFR 200 references &amp; Other Regulations</b>		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

ARPA Required Provisions

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p>		
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>



**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>		
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
<b>ARPA Terms &amp; Conditions</b>			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.		
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ Subrecipients

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</li> <li>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</li> <li>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</li> <li>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.</li> <li>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</li> <li>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</li> <li>vii. New Restrictions on Lobbying, 31 CFR Part 21.</li> <li>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</li> <li>ix. Generally applicable federal environmental laws and regulations.</li> </ul> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</li> <li>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</li> <li>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</li> </ul>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>14. Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</p> <p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

**ARPA Required Provisions**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	<p>15. Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ul> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

**END OF SECTION 00 45 22**



**00 45 46 – GOVERNMENTAL CERTIFICATIONS - ISRAEL VERIFICATION**

**TGC CHAPTER 2270 ISRAEL VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(PRINT NAME)

\_\_\_\_\_  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

3. "Governmental entity" means a state agency or political subdivision of this state.

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINT NAME OF COMPANY REPRESENTATIVE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY REPRESENTATIVE)

\_\_\_\_\_  
(TITLE OF COMPANY REPRESENTATIVE)

**END OF SECTION 00 45 46**





**SECTION 00 63 57 – CHANGE ORDER REQUEST FORM**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

This form shall be filled out and submitted to the Architect by the General Contractor for all Change Order requests and shall become an attachment to the Standard AIA Change Order document which will be used to modify the contract.

\_\_\_\_\_  
Change Order Proposal Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Name

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

\_\_\_\_\_  
Architect

As per attached Quantity List(s) and Subcontractor Change Order Proposal(s), if applicable, the following breakdown of proposed costs for, \_\_\_\_\_

is as follows:

- |   |          |
|---|----------|
| A. 1. Cost of Material & Supplies   | \$ _____ |
| 2. Cost of Labor  | \$ _____ |
| 3. Payroll Tax, Insurance & Fringe Benefit<br>on Labor (Percentage of Line 2)                                   | \$ _____ |
| 4. Cost of Transportation of Material (If Applicable)   | \$ _____ |
| 5. Subtotal   | \$ _____ |
| 6. 10% Overhead & Profit<br>(Percentage of Line 5)  | \$ _____ |
| 7. Subtotal   | \$ _____ |
| B. 8. Total Cost for Subcontractor(s)<br>(See attached Subcontractor Proposals)                                 | \$ _____ |
| 9. 5% Overhead & Profit<br>(Percentage of Line 8)   | \$ _____ |
| 10. Subtotal of Lines 7, 8 & 9<br>(Part B – Lines 8, 9 & 10 not applicable,<br>if no Subcontractor is involved) | \$ _____ |
| 11. Cost of Builder’s Risk Insurance<br>(Percentage of Line 10 or 7)  | \$ _____ |
| 12. Cost of Performance & Payment Bonds<br>(Percentage of Line 10 or 7)   | \$ _____ |
| 13. <b>Total Value of Change Order Proposal</b>   | \$ _____ |

C. Request \_\_\_\_\_ Calendar Days be added to Contract Time for this Proposal

**END OF SECTION 00 63 57**



**SECTION 00 63 58 – CHANGE ORDER REQUEST FORM - SUBCONTRACTOR**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

This form shall be filled out and submitted to the General Contractor by the Subcontractor for all Change Order requests and shall become an attachment to the Standard AIA Change Order document which will be used to modify the contract.

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor (or Lower Tier Subcontractor, when applicable)

\_\_\_\_\_  
General Contractor (or Subcontractor, when applicable)

As per attached Quantity List(s) and Lower Tier Subcontractor Change Order Proposal(s), if applicable, the following breakdown of proposed costs for, \_\_\_\_\_

is as follows:

- |  |                 |
|--|-----------------|
| A. 1. Cost of Material & Supplies  | \$ _____        |
| 2. Cost of Labor   | \$ _____        |
| 3. Payroll Tax, Insurance & Fringe Benefit<br>on Labor (Percentage of Line 2)  | \$ _____        |
| 4. Cost of Transportation of Material (If Applicable)  | \$ _____        |
| 5. Subtotal  | \$ _____        |
| 6. 10% Overhead & Profit<br>(Percentage of Line 5)   | \$ _____        |
| 7. Subtotal  | \$ _____        |
| B. 8. Total Cost for Lower Tier Subcontractor(s)<br>(See attached Subcontractor Proposals)                                 | \$ _____        |
| 9. 5% Overhead & Profit<br>(Percentage of Line 8)  | \$ _____        |
| 10. Subtotal of Lines 7, 8 & 9<br>(Part B – Lines 8, 9 & 10 not applicable,<br>if no Lower Tier Subcontractor is involved) | \$ _____        |
| 11. Cost of Performance & Payment Bonds<br>(Percentage of Line 10 or 7)  | \$ _____        |
| <b>12. Total Value of Change Order Proposal</b>  | <b>\$ _____</b> |

C. Contract Time Extensions for this Proposal shall be submitted separately to General Contractor (or Subcontractor if applicable) and reflected as an aggregate request on General Contractor's Change Order Proposal.

Note: Lower Tier Subcontractors shall submit this form to Subcontractors, when applicable.

**END OF SECTION 00 63 58**





<b>Requested Rain / Weather Days</b>				
<b>ITEM</b>	<b>DATE(S) OF DELAY</b>	<b>TYPE AND REASON FOR THE DELAY</b>	<b>Lost Days</b>	<b>RESOLUTION</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
<b>Subtotal Requested Days</b>			<b>Days</b>	
<b>Total Additional Days Requested</b>			<b>Total Days</b>	

**END OF SECTION 00 63 64**

**SECTION 00 72 00 – GENERAL CONDITIONS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

- A. The 2017 Edition of the “General Conditions of the Contract for Construction” AIA Document A 201, as published by the American Institute of Architects, is hereby made a part of the General Documents, and Specifications for the project.
- B. General Contractors and each Subcontractor are hereby directed to obtain for themselves the necessary number of copies of AIA Document A 201, to acquaint themselves with the Articles contained therein and to notify all suppliers and other parties and individuals engaged in the work as to those portions of its requirements applicable to their portions of the work.
- C. A copy of AIA Document A 201 is included in this section.
- D. AIA Document A 201 remains subject to final negotiations and revision by the parties prior to final execution.

**SUPPLEMENTARY GENERAL CONDITIONS**

- A. Certain Articles of the AIA General Conditions are modified by, supplemented by or replaced by requirements of the Supplementary General Conditions, Section 00 73 00, which follows this Section. Such revisions and replacements shall take precedence over the AIA Document A 201 and shall apply to all work under the Contract.
- B. All portions and provisions of AIA Document A 201 that have not been changed, modified and/or deleted by the Supplementary General Conditions, or by the parties prior to execution, shall remain in full force and remain a part of the General Documents and Specifications for this project.

**END OF SECTION 00 72 00**



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Matagorda County Blessing Community Center  
560 FM 616  
Blessing, Texas 77414

**THE OWNER:**

*(Name, legal status and address)*

Matagorda County  
1700 7<sup>th</sup> Street  
Bay City, Texas 77414

**THE ARCHITECT:**

*(Name, legal status and address)*

Rawley McCoy & Associates, PLLC  
1908 N. Laurent St., Suite 540  
Victoria, Texas 77901

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- 13 MISCELLANEOUS PROVISIONS

**ADDITIONS AND DELETIONS:**

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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**User Notes:**

(1316516913)



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15 CLAIMS AND DISPUTES



DRAFT

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

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

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

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

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

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

### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will



specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

### **§ 4.2 Administration of the Contract**

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

### **§ 6.2 Mutual Responsibility**

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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



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

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

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

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

#### § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **§ 9.7 Failure of Payment**

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

## **§ 9.8 Substantial Completion**

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

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

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

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

### § 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.



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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

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**SUPPLEMENTARY GENERAL CONDITIONS  
to the GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION  
A201-2017**

**ARTICLE 1 GENERAL PROVISIONS**

**§1.1 Basic Definitions**

**Delete §1.1.1 in its entirety and in lieu of substitute the following: §1.1.1 The Contract Documents** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposals, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail. The Contractor is if Architect and Owner shall be responsible to deliver to the Contractor any Contract Documents prepared by them. If the Contractor believes that a Contract Document has not been delivered to it, then the Contractor shall give written notice thereof to the Owner before proceeding with the Work. The failure to obtain or review any such document shall not relieve or excuse the Contractor from compliance with its terms or the terms of any other Contract Document. By execution of the Contract, Contractor represents that it has obtained, read and understands all of the Contract Documents and that it can and will comply with all the provisions therein."

**Delete §1.1.2 in its entirety and in lieu of substitute the following: §1.1.2 The Contract** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. After execution of the original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub- subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**No Change to § 1.1.3 The Work**

**No Change to § 1.1.4 The Project**

**No Change to § 1.1.5 The Drawings**

**No Change to § 1.1.6 The Specifications**

**No Change to § 1.1.7 Instruments of Service**

**No Change to § 1.1.8 Initial Decision Maker**

**Add §1.1.9 to read: §1.1.9** The terms “bids” or “bidding” shall include any kind of competitive purchasing under the Texas Government Code Chapter 2269.

## **§ 1.2 Correlation and Intent of the Contract Documents**

**No Change to §1.2.1**

**No Change to §1.2.1.1**

**Add §1.2.1.2 to read: §1.2.1.2** During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of Contractor’s Proposal. Such conflicts in the Contract Documents do not give the Contractor a “right to choose” which of the conflicting items or terms within the documents the Contractor wishes to use or follow. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect’s interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

**No Change to §1.2.2**

**Delete §1.2.3 in its entirety and in lieu of substitute the following: §1.2.3** Technical terms not specifically defined in the Contract Documents shall have the meanings given in AIA Document “Glossary of Construction Industry Terms”, July 1982 edition. Technical terms not defined as above and used to describe items of the Work and which so applied have a well-known technical or trade meaning, shall be held to have such recognized meaning.

**Add §1.2.4 to read: §1.2.4** The Contractor agrees that the later refinement or description of any Work set forth in, or reasonably inferable from, the Contract Documents, whether by written

specifications, directions or clarifications, shall not entitle the Contractor to any increase in the Contract Sum unless:(1) such later description involves a Change in Scope; and (2) the Owner has authorized the Contractor to proceed with such Work in advance and in writing in a signed Change Order or Construction Change Directive.

**Add §1.2.5 to read: §1.2.5** The Contractor shall be solely responsible for assigning or dividing the Work among Subcontractors as necessary to accomplish the proper and timely completion of all Work.

**Add §1.2.6 to read: §1.2.6** Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on the Project by the Architect. It is assumed and will be required that all workmanship be "First Class" and in compliance with current approved standards and codes for that particular phase of the work. No careless or slovenly work of any form will be accepted.

**Add §1.2.7 to read: §1.2.7** When the Work is governed by reference to standards, building codes, insurance requirements, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

**Add §1.2.8 to read: §1.2.8** Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements in the Contract Documents.

**No Change to § 1.3 Capitalization**

**No Change to § 1.4 Interpretation**

**§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

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

**No Change to §1.5.2**

## **§ 1.6 Notice**

**No Change to §1.6.1**

**No Change to §1.6.2**

**No Change to § 1.7 Digital Data Use and Transmission**

**No Change to § 1.8 Building Information Models Use and Reliance**

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**Delete §2.1.1 in its entirety and in lieu of substitute the following:** §2.1.1 The Owner is Matagorda County and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise stated specifically in the Contract Documents the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

**Delete §2.1.2 in its entirety and in lieu of substitute the following:** §2.1.2 The Contractor acknowledges that no lien rights exist with respect to public property in the State of Texas and shall state such in all contracts, purchase orders or other forms of agreement with subcontractors or material suppliers on this project and furthermore inform them that a statutorily required Labor and Material Payment Bond is provided on the Project and that any claims for non-payment for Labor and Material must be made to the issuer of the bond. The Contractor must provide all subcontractors or material suppliers with contact information relative to the issuer of the Labor and Material Payment Bond for this Project upon issuance of a contract, purchase order or other form of agreement procuring labor and/or materials from any person or entity providing such for the Project.

**Add §2.1.3 to read:** §2.1.3 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of any such consultant.

### **§2.2 Evidence of the Owner's Financial Arrangements**

**Delete §2.2.1 in its entirety and in lieu of substitute the following:** §2.2.1 Pursuant to the requirements of Texas Business and Commerce Code, the Owner represents that funds are available and have been authorized for the full contract amount of the Work.

**Delete §2.2.2 in its entirety**

**Delete §2.2.3 in its entirety**

**Delete §2.2.4 in its entirety**

### **§2.3 Information and Services Required of the Owner**

**No Change to §2.3.1**

**No Change to §2.3.2**

**No Change to §2.3.3**

**No Change to §2.3.4**

**Delete §2.3.5 in its entirety and in lieu of substitute the following:** §2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

**Delete §2.3.6 in its entirety and in lieu of substitute the following:** §2.3.6 The Owner shall provide the contractor with one complete set of bid/construction documents in electronic PDF format as well as any subsequent addenda or other documents to be used by Contractor for distribution during the bid process and for construction of the Project. The documents shall be provided by the Architect on behalf of the Owner.

**Add §2.3.7 to read:** §2.3.7 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

**Delete §2.4 in its entirety and in lieu of substitute the following:** §2.4 **Owner's Right to Stop the Work** If the Contractor fails to correct nonconforming or defective Work as required by Section 12.2, or fails to complete the Work in time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**Delete §2.5 in its entirety and in lieu of substitute the following:** §2.5 **Owner's Right to Carry Out the Work** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct

such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

**Delete §3.1.2 in its entirety and in lieu of substitute the following:** **§3.1.2** The Contractor shall perform the Work in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

**Delete §3.1.3 in its entirety and in lieu of substitute the following:** **§3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by activities of Owner or Owner's Consultants, if applicable, conducted in accordance with the Contract Documents, by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**Add §3.1.4 to read:** **§3.1.4** The Contractor shall not be a general agent of the Owner and shall not have authority to act on behalf of the Owner, except as otherwise provided herein. Neither the Contractor nor the Architect shall direct any change in the Work, regardless of its impact on the cost or time for completion, without the prior written approval of the Owner."

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

#### **No Change to §3.2.1**

**Add §3.2.2.1 to read:** **§3.2.2.1** The Contractor must employ a surveyor registered in the State of Texas to set and maintain a benchmark for all building and site work, and to perform all work relating to site grading including but not limited to; setting building layout and corner locations, pier and footing locations, utility locations and flowlines where applicable, finish grade and finish floor elevations, specifically at all points where new meets existing construction.

.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner.

.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions and elevations relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

**No Change to §3.2.2**

**No Change to §3.2.3**

**No Change to §3.2.4**

**Add §3.2.5 to read: §3.2.5** Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any known utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to known lines, cables, pipes, and pipelines, and upon completion of the Work shall return all laydown areas and parking lots to their pre-construction condition.

**Add §3.2.6 to read: §3.2.6** The Contractor shall keep a log of all RFI's to be submitted on a standard form to be used for the duration of the project, which shall be consecutively numbered, beginning with the number 1.

**Add §3.2.7 to read: §3.2.7** The Owner shall be entitled to deduct the Contract Sum amounts paid to the Architect for Additional Services to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

### **§ 3.3 Supervision and Construction Procedures**

**No Change to §3.3.1**

**Add §3.3.1.1 to read: §3.3.1.1** The Contractor shall assign a superintendent who shall make decisions in behalf of the Contractor and its Subcontractors. The superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress.

**No Change to §3.3.2**

**No Change to §3.3.3**

**Add §3.3.4 to read: §3.3.4** The Contractor shall be responsible for the overall coordination, scheduling and supervision of the Work. The Contractor shall establish on-site lines of authority and communication necessary to coordinate the Construction Schedule and sequencing of the Work, establish delivery schedules and priorities, establish procedures and processing of field decisions, submittals, Change Orders and Applications for Payment.

**Add §3.3.4.1 to read: §3.3.4 .1** The Contractor shall hold regular progress meetings at the times, places and frequencies mutually agreed upon by Owner and Contractor. The Contractor shall require Subcontractors and Sub-subcontractors to attend progress meetings as appropriate for the current stage of the Work. The Contractor shall keep minutes of each meeting and shall circulate the minutes to the Owner, the Architect, all Subcontractors, and such other persons as may be appropriate, within a reasonable time after the meeting is concluded.

**Add §3.3.5 to read: §3.3.5** It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Contractor's independent contractor status as described herein.

**Add §3.3.6 to read: §3.3.6** The Contractor shall review contractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, or their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

**Add §3.3.7 to read: §3.3.7** Contractor acknowledges that the Work may be performed in connection with a facility which is currently occupied and in use. It is imperative that Contractor's operations and the performances of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner on which the Work is to be performed and shall take all steps necessary to protect and guard the safety of the employees, patients, visitors or other invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in



proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury. s

**Add §3.3.8 to read: §3.3.8** Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.* The final dollar amount for such procedures must be clearly stated in a separate line item in the final contract sum as enumerated in the Schedule of Values which are part of the Applications of Payment.

**Add §3.3.9 to read: §3.3.9** In the event Contractor falls behind schedule at any time, for any reason, the Owner shall be entitled to direct acceleration or resequencing of the Work to get back on schedule. Contractor shall be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

### **§ 3.4 Labor and Materials**

#### **No Change to §3.4.1**

**Delete §3.4.2 in its entirety and in lieu of substitute the following: §3.4.2** Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's

acceptance of such substitutions. Refer to the Owner-Architect Agreement B103, Section 3.5.2.3 and 3.5.3.3.

**Delete §3.4.3 in its entirety and in lieu of substitute the following: §3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees, patients, visitors or other invitees of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

**Add §3.4.4 to read: §3.4.4** Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates which states: (a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by: (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis- Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

**Add §3.4.4.1 to read: §3.4.4.1** In accordance therewith, the Owner will establish a scale of prevailing wages which shall be incorporated in the Project specifications, and not less than this established scale must be paid on the Project.

**Add §3.4.4.2 to read: §3.4.4.2** A Contractor or Subcontractor who violates the provisions of Sections 3.4.4.1 or 3.4.4.2 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

**Add §3.4.5 to read: §3.4.5** Contractor will require all workers on the Project to wear name badges at all times they are on any construction site or Owner's property. The name badge must include: Project Name, employee name, a photo of the employee, employee number, name of employer and name of Contractor.

### **§ 3.5 Warranty**

#### **No Change to §3.5.1**

**Delete §3.5.2 in its entirety and in lieu of substitute the following: §3.5.2** The Contractor agrees to assign to the Owner at the Time of Substantial Completion of the entire Work, or portion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to complete the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from contractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents. All warranties shall be issued in the name of the Owner.

**Add §3.5.3 to read: §3.5.3** Contractor's express Warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

**Add §3.5.4 to read: §3.5.4**The warranties provided in Section §3.5 shall be in addition to and not in limitation of any other Warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, as per the Texas Civil Practice and Remedies Code, Section 16.009. which allows Owner (Claimant) to present a written claim during the time period of 10 years from Substantial Completion plus a two (2) year extension from the date claim is presented as applicable to suit as enumerated.

**Add §3.5.5 to read: §3.5.5** The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.3 and 3.5.4 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

**Add §3.5.6 to read: §3.5.6** Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve phased construction work, both new construction and renovation work for the Owner. Each phase of the work may have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one-year warranty on each phase of the work which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one month prior to the expiration of the one-year warranty period on each phase of the work which has been substantially completed. Prior to termination of the

one-year warranty period, Contractor shall accompany the Owner and Architect on re-inspection of the building, in the phases of completion if applicable, and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within five (5) days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one-year warranty period at least one month prior to the expiration date, Contractor's Warranty obligations in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

**Add §3.5.7 to read: §3.5.7** The General Warranty of work as per §3.5.5 and §3.5.6 shall be covered by a Maintenance Bond as per §11.1.2.7 for the time period of the guarantee.

**Add §3.5.8 to read: §3.5.8** Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, or portions of the work unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the latter of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

### **§3.6 Taxes**

**Delete §3.6 in its entirety and in lieu of substitute the following: §3.6 Taxes** The Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rent or lease of all materials, supplies, and equipment used or consumed in the performance of this contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts Ruling No. 95-0.09 as amended to be effective October 2, 1968. The Contractor shall pay any and all other taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor will not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas County is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**Delete §3.7.1 in its entirety and in lieu of substitute the following:** §3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall pay fees for public or private water, gas, electrical, and other utility services at the site. The Contractor shall secure and arrange for all necessary utility connections at Owner's cost and expense if properly reimbursable per Articles 5 and 6 of AIA Document A101 – 2017 Standard Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

**Delete §3.7.2 in its entirety and in lieu of substitute the following:** §3.7.2 In performing its obligations hereunder, the Contractor shall comply fully with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the Owner of such compliance.

**Delete §3.7.3 in its entirety and in lieu of substitute the following:** §3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATAGORDA COUNTY, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE) AND THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE), COLLECTIVELY THE "INDEMNITIES") FROM AND AGAINST ALL CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF SUCH WORK, OR BASED UPON THE ACTUAL OR ASSERTED VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES APPLICABLE TO SUCH WORK.**

#### **§3.7.4 Concealed or Unknown Conditions**

**Delete §3.7.4 in its entirety and in lieu of substitute the following:** §3.7.4 **Concealed or Unknown Conditions** Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or Unknown surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions").

**Add §3.7.4.1 to read: §3.7.4.1** Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof.

**Add §3.7.4.2 to read: §3.7.4.2** Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. Except as provided to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which could not be known to the Contractor and which differ substantially from those indicated in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions.

**Add §3.7.4.3 to read: §3.7.4.3** The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, or both, the adjustment shall be subject to mediation pursuant to Article 15.

#### **No Change to §3.7.5**

**Add §3.7.6 to read: §3.7.6** The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

**Add §3.7.7 to read: §3.7.7** The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, insurance requirements, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

#### **§ 3.8 Allowances**

**No Change to §3.8.1**

**No Change to §3.8.2**

**Delete §3.8.3 in its entirety and in lieu of substitute the following: §3.8.3** Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

**Add §3.8.4 in its entirety and in lieu of substitute the following: §3.8.4** When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

**§ 3.9 Superintendent**

**Delete §3.9.1 to read: §3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Project Manager or Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within sixty (60) days of Substantial Completion.

**No Change to §3.9.2**

**No Change to §3.9.3**

**Add §3.9.4 to read: §3.9.4** Owner shall be notified not less than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason except illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, the Contractor is subject to being back charged in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**No Change to §3.10.1**

**No Change to §3.10.2**

### **No Change to §3.10.3**

**Add §3.10.4 to read: §3.10.4** The construction schedule shall be in a detailed precedence – style critical path method (“CPM”) format satisfactory to the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Architect of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and /or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and Architect and authorized pursuant to Change Order.

**Add §3.10.5 to read: §3.10.5** In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract and represented in previous Schedules of the Work presented by the Contractor, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (1) working additional shifts of overtime, (2) supplying additional manpower, equipment and facilities, and (3) other similar measures (hereinafter referred to collectively as “Extraordinary Measures”). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner’s right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor’s compliance with the construction schedule, and;

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to the Subparagraph §3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph §3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor’s performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

### **§ 3.11 Documents and Samples at the Site**

**No Change to: § 3.11 Documents and Samples at the Site**



**Add §3.11.1 to read: §3.11.1** In addition to documents and samples at the site, Contractor shall at all times maintain other job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents, with five (5) working days of request by Owner, Architect, or their respective agents and should make them electronically available at the site if not physically available.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**No Change to §3.12.1**

**No Change to §3.12.2**

**No Change to §3.12.3**

**No Change to §3.12.4**

**No Change to §3.12.5**

**No Change to §3.12.6**

**No Change to §3.12.7**

**No Change to §3.12.8**

**No Change to §3.12.9**

**No Change to §3.12.10**

**No Change to §3.12.10.1**

**No Change to §3.12.10.2**

**Add §3.12.11 to read: §3.12.11** The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examinations of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals as per Section §4.2.3 of AIA B103-2017 Owner -Architect Agreement.

### **§3.13 Use of Site**

**Delete §3.13 in its entirety and in lieu of substitute the following: §3.13 Use of Site** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, and lawful orders of public

authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on site or on public thoroughfares adjacent or near to the Project site.

**Add §3.13.1 to read: §3.13.1** Only materials and equipment which are to be used directly in the Work shall be brought to, and stored on the Project Site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. As between Owner and Contractor, protection of construction materials and equipment stored by Contractor at the Project Site from weather, theft, damage, and all other adversity is solely the Contractor's responsibility.

**Add §3.13.2 to read: §3.13.2** The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project Site related to the Project for the purpose of advertising to the public the nature of the Project and the entities performing the Work on the Project (i.e., Project signs) without the prior written consent to the Owner.

**Add §3.13.3 to read: §3.13.3** The Contractor and its Subcontractors and Sub-subcontractors shall use the Project Site only for purposes necessary to the performance of the Work and shall limit and restrict such use, as may be directed by the Owner, so as not to unreasonably interfere with the Owner's use and occupancy of the Project Site and any surrounding areas. The Contractor acknowledges, that as between Owner and Contractor, the Owner shall have no responsibility for safety at the Project Site, and that the Owner shall not be responsible or liable for Contractor's compliance with applicable Laws and regulations (including OSHA rules) relating to the safety of employees, persons or property of Contractor and its Subcontractors, at any tier, at the Project Site or adjacent properties, and the Contractor will require that this responsibility be discharged by the Contractor, Subcontractors and Sub-subcontractors performing the Work.

### **§ 3.14 Cutting and Patching**

**No Change to §3.14.1**

**No Change to §3.14.2**

### **§ 3.15 Cleaning Up**

**Delete §3.15.1 in its entirety and in lieu of substitute the following: §3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract and shall, not less than weekly or at any time accumulation of waste or rubbish becomes a safety issue, clean up by removing rubbish, including old and surplus materials. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials, and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to,

any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

### **No Change to §3.15.2**

**Add §3.15.3 to read: §3.15.3** The Contractor shall be responsible for damaged or broken glass, and at completion of the Work, shall replace such damaged or broken glass.

### **§ 3.16 Access to Work**

**Delete §3.16 in its entirety and in lieu of substitute the following: §3.16 Access to Work**

Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on inspections of the Work in preparation or progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

**No Delete to §3.17 Royalties, Patents and Copyrights**

### **§3.18 Indemnification**

**Delete to §3.18.1 in its entirety and in lieu of substitute the following: §3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MATAGORDA COUNTY, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE) AND THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE), COLLECTIVELY THE "INDEMNITIES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, PROCEEDINGS (WHETHER ADMINISTRATIVE, CIVIL, CRIMINAL, INVESTIGATIVE OR LEGISLATIVE) , JUDGMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) THE PERFORMANCE OF THE WORK, THE CONTRACT DOCUMENTS, OR ANY ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY THE "LIABILITIES"). THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS SHALL BE INDEMNIFIED ONLY TO THE EXTENT ALLOWED BY LAW. THIS IS NOT INTENDED TO COVER THE ARCHITECT'S AND THE ARCHITECT'S CONSULTANTS' PROFESSIONAL LIABILITIES. THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE. THE CONTRACTOR SHALL PROMPTLY ADVISE OWNER IN WRITING OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION AS TO WHICH THIS INDEMNIFICATION MAY APPLY, AND CONTRACTOR, AT THE CONTRACTORS EXPENSE, SHALL ASSUME ON BEHALF OF OWNER (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL SATISFACTORY TO**

**OWNER; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY ADVISORY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, OWNER, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY OWNER IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO OWNER, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY OWNER UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS. THE CONTRACTOR'S INSURANCE SHALL NOT BE REQUIRED TO INDEMNIFY THE NAMED INDEMNITIES FOR ACTIONS IN WHICH THE CONTRACTOR IS NOT PARTIALLY OR WHOLLY RESPONSIBLE FOR. IT IS INTENDED AND AGREED THAT THIS INDEMNITY PROVISION SATISFIES THE 'EXPRESS NEGLIGENCE RULE'.**

**Delete to §3.18.2 in its entirety and in lieu of substitute the following: §3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACT OR INSURANCE, DISABILITY ACTS OR INSURANCE OR OTHER EMPLOYEE BENEFIT ACTS OR RELATED INSURANCE.**

**Add §3.18.3 to read: §3.18.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD INDEMNITEES FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF INDEMNITY. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT INDEMNITIES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF**

**ANY INDEMNITEE WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE.**

**Add §3.18.4 to read: §3.18.4** Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to an Indemnity pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives or any other Indemnitee under said statutes are secondary to that of the Contractor.

**Add §3.18.5 to read: §3.18.5 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.**

**§3.19. Representations and Warranties**

**Add §3.19. §3.19. Representation and Warranties**

**Add §3.19.1 to read: §3.19.1** The Contractor represents and warrants the following to the Owner in addition to the other representations and warranties contained in the Contract Documents, as an inducement to the Owner to execute this Contract, the following representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

**Add §3.19.2 to read: §3.19.2** Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including

those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

### **§3.20 Antitrust Violation**

**Add §3.20 to read: §3.20 Antitrust Violation.** To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**No Change to §4.1.1**

**No Change to §4.1.2**

**Delete §4.1.3 in its entirety and in lieu of substitute the following: §4.1.3** If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

### **§ 4.2 Administration of the Contract**

**Delete §4.2.1 in its entirety and in lieu of substitute the following: §4.2.1** The architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided specifically in the Contract Documents. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits or other services made necessary by the fault, neglect or request of the Contractor as per Paragraphs §4.2.2, §4.2.3 of the AIA - B103 Owner-Architect Agreement and their respective subparagraphs.

**No Change to §4.2.2**

**No Change to §4.2.3**

### **§ 4.2.4 Communications**

#### **No Change to §4.2.4 Communications**

#### **No Change to §4.2.5**

**Delete §4.2.6 in its entirety and in lieu of substitute the following:** §4.2.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections §13.4.2 and §13.4.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

**Delete §4.2.7 in its entirety and in lieu of substitute the following:** §4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

**Add §4.2.7.1 to read:** §4.2.7.1 The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections §3.3, §3.5 and §3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

#### **No Change to §4.2.8**

**Delete §4.2.9 in its entirety and in lieu of substitute the following: §4.2.9** The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**Delete §4.2.10 in its entirety and in lieu of substitute the following: §4.2.10** If the Owner and Architect agree the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site, the duties, responsibilities and limitations of authority of such Project representatives shall be set forth in an exhibit to be incorporated in the Contract Documents.

**Delete §4.2.11 in its entirety and in lieu of substitute the following: §4.2.11** Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**Delete §4.2.12 in its entirety and in lieu of substitute the following: §4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

**Delete §4.2.13 in its entirety and in lieu of substitute the following: §4.2.13** The Architect's decision on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

**Delete §4.2.14 in its entirety and in lieu of substitute the following: §4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limit agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional expense to Owner, unless responses are required as described in Paragraphs §4.2.2.2, §4.2.2.3 or §4.2.2.4 of AIA B101-2017 Agreement between Owner and Architect, as amended by the Owner.

**Add §4.2.15 to read: §4.2.15** The Architect may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.



## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**No Change to §5.1.1**

**No Change to §5.1.2**

### **§ 5.2 Award of Subcontracts and other Contracts for Portions of the Work**

**No Change to §5.2.1**

**No Change to §5.2.2**

**No Change to §5.2.3**

**No Change to §5.2.4**

### **§5.3 Subcontractual Relations**

**No Change to §5.3 Subcontractual Relations**

**Add §5.3.1 to read: §5.3.1** Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor. As between Owner and Contractor, the Owner shall be deemed a third-party beneficiary of all subcontracts of all tiers and shall be entitled to performance and enforcement of all Subcontractors' obligations under all subcontracts, provided Owner shall first give Contractor fourteen (14) days' notice and opportunity to cure. Owner acknowledges Contractor is under no obligation to include, or to require the inclusion of, a clause designating Owner as a third-party beneficiary in any subcontracts at any tier. The Contractor shall deliver to the Owner a copy of any one or more of the subcontracts promptly upon the Owner's request.

**Add §5.3.2 to read: §5.3.2** The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect, or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

**Add §5.3.3 to read: §5.3.3** Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written subcontract between the Contractor and such Subcontractor. Each such subcontract shall at a minimum:

.1 require that such Work be performed in accordance with the requirements of the Contract Documents;

.2 waive all rights the contracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance required by the Contract Documents;

.3 require the Subcontractor to carry and maintain liability insurance in accordance with the Contract Documents; and

.4 require the Subcontractor to furnish such certificates and waivers as the Owner may reasonably request.

**Add §5.3.4 to read: §5.3.4** Contractor may require major subcontractors to provide bonds to the Contractor to secure performance or payment of their work to the Contractor as a prerequisite to receiving a subcontract on the Project.

#### **§5.4 Contingent Assignment of Subcontracts**

**Delete §5.4.1 in its entirety and in lieu of substitute the following: §5.4.1** In the event this Contract is terminated by the Owner for any of the reasons set forth in Section §14.2, the Owner shall have the right to, without any responsibility to do so, assume the rights and responsibilities of the Contractor under all or some subcontracts, any construction, materials, tools, equipment or rental agreements and/or other commitments which the Owner, in its sole discretion, chooses to assume. While this provision shall constitute a present assignment of Contractor's rights with respect to any and all such contractors, agreements, and commitments which Owner so chooses to assume, the Contractor, upon request from the Owner, shall promptly execute and deliver to the Owner written assignments of Contractor's rights to such contractors, agreements and commitments which the Owner, in its sole discretion, so chooses to take by assignment. All contracts with Subcontractors shall provide for this assignment.

**No Change to §5.4.2**

**No Change to §5.4.3**

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **§6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**Delete §6.1.1 in its entirety and in lieu of substitute the following: §6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**No Change to §6.1.2**

**No Change to §6.1.3**

**No Change to §6.1.4**

## **§ 6.2 MUTUAL RESPONSIBILITY**

**No Change to §6.2.1**

**No Change to §6.2.2**

**No Change to §6.2.3**

**No Change to §6.2.4**

**No Change to §6.2.5**

## **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

**No Change to §6.3**

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**No Change to §7.1.1**

**No Change to §7.1.2**

**No Change to §7.1.3**

**Add §7.1.4 to read: §7.1.4** Notwithstanding any other provisions in the Contract Documents, the adjustment in the Contract Sum and Contract Time, if any, set forth in a Change Order shall constitute the entire compensation and adjustment, including all indirect costs and expenses due to the Contractor on account thereof, unless otherwise provided in the Change Order.

### **§ 7.2 CHANGE ORDERS**

**No Change to §7.2.1**

**Add §7.2.2 to read: §7.2.2** Acceptance of a disbursement from any allowance fund or contingency by issuance and acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

**Add §7.2.3 to read: §7.2.3** Notwithstanding any other provisions in the Contract Documents, the adjustment in the Contract Sum and Contract Time, if any, set forth in a Change Order shall constitute the entire compensation and adjustment, including all indirect costs and expenses due to the Contractor on account thereof, unless otherwise provided in the Change Order.

### **§ 7.3 Construction Change Directives**

**No Change to §7.3.1**

**No Change to §7.3.2**

**No Change to §7.3.3**

**No Change to §7.3.4**

**No Change to §7.3.5**

**No Change to §7.3.6**

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

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit and inspection fees related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change, if change results in an increase of contract time.

**Delete §7.3.8 in its entirety and in lieu of substitute the following: §7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent for profit and overhead as confirmed by the Architect, subject to equitable adjustment recommended by the Architect and approved by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**No Change to §7.3.9**

**No Change to §7.3.10**

**Add §7.3.11 to read: §7.3.11** When changes in the Work are indicated to be paid from a contingency allowance, if any, identified in the Contract Documents, the Contractor's supervision and all other overhead items and profit shall be deemed to be included in the Contract Sum, and not in the contingency allowance.

#### **§ 7.4 Minor Changes in the Work**

**No Change to §7.4 Minor Changes in the Work**

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**No Change to §8.1.1**

**Delete §8.1.2 in its entirety and in lieu of substitute the following: §8.1.2** The date of commencement of the Work shall be the date established in the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

**Delete §8.1.3 in its entirety and in lieu of substitute the following: §8.1.3** The date of Substantial Completion is the date certified by the Architect and Owner in accordance with Section §9.8. The date of Final Completion is the date certified by the Architect in accordance with Section §9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than sixty (60) days after the date of Substantial Completion.

**No Change to §8.1.4**

#### **§ 8.2 Progress and Completion**

**Delete §8.2.1 in its entirety and in lieu of substitute the following: §8.2.1** Time limits stated in the Contract Documents are the essence of the Contract. By executing the Agreement the

Contractor confirms and accepts that the Contract Time is a reasonable period for performing the Work.

**No Change to §8.2.2**

**No Change to §8.2.3**

**Add §8.2.4 to read: §8.2.4** In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to the Owner in accordance with the Contract Documents.

**Add §8.2.5 to read: §8.2.5** If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: \$200.00 per Calendar Day as per Article 5 and Article 6 of executed AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

**§ 8.3 Delays and Extensions of Time**

**Delete §8.3.1 to read: §8.3.1** The Owner, except as provided for in this Section §8.3.1, shall not be liable to the Contractor for delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's control. Should the Owner or Architect delay the Contractor in the Work, Contractor shall receive an extension of time for completion equal to the delay if a written claim is made within ninety-six (96) hours, and under no circumstances shall Owner be liable to pay the Contractor any monetary compensation for such Owner or Architect caused delays and under no circumstances shall Owner be liable to pay the Contractor.

**No Change to §8.3.2**

**Delete §8.3.3 in its entirety and in lieu of substitute the following: §8.3.3** This Agreement does not permit the recovery of damages by the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time.

**ARTICLE 9 PAYMENTS AND COMPLETION (The Owner's obligations under this Article will be primarily be performed by County Officials of Matagorda County and their actions shall be binding to the extent State Law allows.)**

## **§ 9.1 Contract Sum**

**Delete §9.1.1 in its entirety and in lieu of substitute the following: §9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section §10.4, shall be and are included in the Contract.

**No Change to §9.1.2**

**No Change to §9.2**

## **§ 9.3 Applications for Payment**

**Delete §9.3.1 in its entirety and in lieu of substitute the following: §9.3.1** At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section §9.2, for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and shall reflect retainage. Owner or Architect may also require receipts, invoices, cancelled checks, time sheets, or any other form of proof of costs or expenses, including non-fixed general conditions, for the Work for payment is being requested. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

**No Change to §9.3.1.1**

**No Change to §9.3.1.2**

**Add §9.3.1.3 to read: §9.3.1.3** Contractor agrees that, for purposes of Texas Government Code Section 2251.042, receipts of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

**No Change to §9.3.2**

**Delete §9.3.3 in its entirety and in lieu of substitute the following: §9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge,

information and belief, be free of claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**Add §9.3.3.1 to read: §9.3.3.1 CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

**Add §9.3.4 to read: §9.3.4** Upon Owner's request, Contractor will at his own expense, by bonding or otherwise, receive prompt discharge of any claims that may be filed against the Owner arising out of the contract.

#### **§ 9.4 Certificates for Payment**

**Delete §9.4.1 in its entirety and in lieu of substitute the following: §9.4.1** The Architect will, within ten (10) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section §9.5.1.

**No Change to §9.4.2**

#### **§ 9.5 Decisions to Withhold Certification**

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;



.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 evidence of financial inability to perform the Contract fully;

.10 failure to submit record documents required by the Contract; or

.11 failure of the Contractor to perform any other obligations of the Contract.

**Delete §9.5.2 in its entirety and in lieu of substitute the following: §9.5.2** The Owner shall not be deemed in default by reason of withholding payment in whole or in part as provided for in Section 9.5.1, and Contractor may not file Claim against Owner for withholding of such payments.

**No change to §9.5.3**

**Add sentence end of §9.5.4 to read:** Owner's issuance of a joint check to Contractor and a Subcontractor shall in no way be construed as creating a contractual relationship between the Owner and that Subcontractor

### **§ 9.6 Progress Payments**

**Delete §9.6.1 in its entirety and in lieu of substitute the following: §9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents and shall so notify the Architect. Owner shall notify Contractor within twenty-one (21) days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 *et. seq.* listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

**Delete §9.6.2 in its entirety and in lieu of substitute the following: §9.6.2** The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner as per §9.5.1.3.

**No Change to §9.6.3**

**Delete §9.6.4 in its entirety and in lieu of substitute the following: §9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**No Change to §9.6.5**

**No Change to §9.6.6**

**Delete §9.6.7 in its entirety and in lieu of substitute the following: §9.6.7** The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

**Delete §9.6.8 in its entirety**

**§ 9.7 Failure of Payment**

**Delete §9.7 in its entirety and in lieu of substitute the following: §9.7** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within thirty (30) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 Substantial Completion**

**Delete §9.8.1 in its entirety and in lieu of substitute the following:** §9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, but in no case sooner than any certification from State Agencies from whom certification may be required prior to use or occupancy of the facilities when occupancy is contingent on such certifications. In the event Substantial Completion is not achieved by the designated day, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents.

**Delete §9.8.2 in its entirety and in lieu of substitute the following:** §9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and the Owner a comprehensive list (a “punch list”) which shall identify all (1) non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any Work, and (2) any other items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor acknowledges that during the period when it is completing the punch list, Owner may be occupying or preparing to occupy the Project, and that disputes may arise between Contractor and Owner as to the responsibility for correction of certain damage to the Work. Contractor agrees that it shall promptly perform any such corrective work irrespective of any dispute as to Contractor’s responsibility therefore, subject to Contractor’s right to make claim for additional compensation resulting therefrom pursuant to the terms of this Contract.

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

.1 If, in Architect’s opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional

inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

.2 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

#### **No Change to §9.8.4**

**Delete §9.8.5 in its entirety and in lieu of substitute the following: §9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the Owner will pay contractor in full for all work identified as being substantially complete less retainage. Payment of retainage will not be made until all items on the punch list attached to the Certificate of Substantial Completion are completed.

**Add §9.8.6 to read: §9.8.6** Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

#### **§ 9.9 Partial Occupancy or Use**

**Delete §9.9.1 in its entirety and in lieu of substitute the following: §9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the property insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section §9.8.2, and upon receipt of the Contractors list, Architect and Owner will respond as provided under Section §9.8.3. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

## **No Change to §9.9.2**

**Delete §9.9.3 in its entirety and in lieu of substitute the following: §9.9.3** Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **§ 9.10 Final Completion and Final Payment**

**Delete §9.10.1 in its entirety and in lieu of substitute the following: §9.10.1** When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection(s) of the Work, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

**Delete §9.10.2 in its entirety and in lieu of substitute the following: §9.10.2** The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of claims from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release or waiver as required by Owner, the Contractor shall furnish a bond or secure continuance of bonds already in force which would be satisfactory to the Owner to discharge any such claim or indemnify the Owner from liability.

**Delete §9.10.3 in its entirety and in lieu of substitute the following: §9.10.3** The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. The Final Payment shall not constitute a waiver of any claims by the Owner.

**Delete §9.10.4 in its entirety**

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

#### **No Change to §10.1**

**Delete §10.1 in its entirety and in lieu of substitute the following:** §10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, including but not limited to the following;

.1 Contractor's employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or nonprescription controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the work.

.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.

.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workplace Policy, Drug-Free Workplace Act of 1988).

.5 Policy bans the presence of all weapons on the Project site, including handguns, whether or not the owner thereof has a license to carry a handgun, concealed or open.

### **§10.2 Safety of Persons and Property**

**Delete §10.2.1 in its entirety and in lieu of substitute the following:** §10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work site, persons on Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing or other barriers between the Work site and the occupied portion of a connecting or adjacent facility;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor of the Contractor's Subcontractors or Sub-Subcontractor; and

.3 other property at the site or adjacent thereto, such as other buildings, fencing, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**Delete §10.2.2 in its entirety and in lieu of substitute the following: §10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**Delete §10.2.3 in its entirety and in lieu of substitute the following: §10.2.3** The Contractor shall erect and maintain as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees, and cause all subcontractors or others working under Contractor to do likewise.

**Delete §10.2.4 in its entirety and in lieu of substitute the following: §10.2.4** When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

**Delete §10.2.5 in its entirety and in lieu of substitute the following: §10.2.5**  
**CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD INDEMNITEES FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS ANY INDEMNITEE, INDEMNITEE'S CONSULTANT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD INDEMNITEES FREE AND HARMLESS**

**FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY INDEMNITEES. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18.**

**NOTWITHSTANDING THE FOREGOING, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS SHALL BE INDEMNIFIED ONLY TO THE EXTENT ALLOWED BY LAW. THIS IS NOT INTENDED TO COVER THE ARCHITECT'S AND ARCHITECT'S CONSULTANTS' PROFESSIONAL LIABILITIES.**

**No Change to §10.2.6**

**No Change to §10.2.7.**

#### **§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

**Delete §10.2.8 in its entirety and in lieu of substitute the following:** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

#### **§ 10.3 Hazardous Materials and Substances**

**No Change to §10.3.1**

**No Change to §10.3.2**

**Delete §10.3.3 in its entirety and in lieu of substitute the following: §10.3.3 TO THE FULLEST EXTENT PERMITTED BY TEXAS STATE LAW, THE OWNER SHALL HOLD HARMLESS THE CONTRACTOR, SUBCONTRACTORS, ARCHITECT, ARCHITECT'S CONSULTANTS AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPERT WITNESS FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK IN THE AFFECTED AREA IF IN FACT THE MATERIAL OR SUBSTANCE PRESENTS THE RISK OF BODILY INJURY OR DEATH AS DESCRIBED IN SECTION 10.3.1 AND HAS NOT BEEN RENDERED HARMLESS, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), EXCEPT TO THE EXTENT**



**THAT SUCH DAMAGE, LOSS OR EXPENSE IS DUE TO THE FAULT OR NEGLIGENCE OF THE PARTY SEEKING RELIEF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 10.3.3, THE AGREEMENT OF THE OWNER TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PARTIES DESCRIBED IN THIS SECTION SHALL NOT EXTEND OR APPLY TO CLAIMS, DAMAGES, LOSSES, EXPENSES OR LIABILITIES RELATED TO, CREATED OR CAUSED IN WHOLE OR IN PART BY A PARTY HELD HARMLESS; IT BEING AGREED AND UNDERSTOOD THAT THE OWNER AND ANY PARTY SO IDENTIFIED SHALL EACH BEAR LIABILITY FOR ITS OWN NEGLIGENT ACTS OR OMISSIONS, AND THAT SUCH LIABILITY SHALL EXTEND ONLY FOR THE NEGLIGENT ACTS AND OMISSIONS OF THE OWNER.**

**No Change to §10.3.4**

**No change to §10.3.5**

**No Change to §10.3.6**

#### **§10.4 Emergencies**

**Delete §10.4 in its entirety and in lieu of substitute the following:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

**Add §10.4.1 to read: §10.4.1** The performance of the foregoing services by the Contractor shall not relieve the Contractor of its responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**Delete §11.1.1 in its entirety and in lieu of substitute the following: §11.1.1** The Contractor shall purchase from and maintain in a company or companies with a "Best Rating" of "A" or better and lawfully authorized to conduct business in the jurisdiction in which the project is located the following kinds of liability insurance and minimum limits of coverage which will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

**Add §11.1.1.1 to read: §11.1.1.1** Worker's Compensation Coverages in compliance with 28 TAC 110.110(c) (7), adopted to implement Texas Labor Code 406.096.

- a.** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.
- b.** Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- c.** Persons providing services on the project ("subcontractor" in TEXAS LABOR CODE 406.096) include all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.
- d.** Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
- e.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of TEXAS LABOR CODE 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.
- f.** The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- g.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- h.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1)** a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2)** no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

**i.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

**j.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten 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.

**k.** The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Worker's Compensation Commission, 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.

**l.** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

**1)** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of TEXAS LABOR CODE 401.011(44) for all of its employees providing services on the project for the duration of the project;

**2)** provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

**3)** provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

**4)** obtain from each other person with whom it contracts and provide to the contractor. (Owner may request copies of these certificates from the contractor):

**a)** a certificate of coverage, prior to the other person beginning work on the project; and

**b)** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

**5)** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

**6)** notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7) contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

m. 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 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.

n. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach with-in ten (10) days after receipt of notice of breach from the governmental entity.

o. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

**Add §11.1.1.2 to read: §11.1.1.2 Contractor's Comprehensive General Liability including Independent Contractor's Liability, Contractual Liability, Completed Operations & Products Liability and Excavation & Underground coverage, where applicable, all on an occurrence basis with Personal Injury and Broad Form Property Damage coverage. CLAIMS MADE POLICIES ARE NOT ACCEPTABLE.** Completed Operations Liability shall be kept in force for at least one year after the date of final completion. Provide the following minimum limits of coverage:

a. Bodily Injury, Each Occurrence	\$1,000,000.00
b. Damage to Rented Premises Each Occurrence	\$300,000.00
c. Medical Expense – Any One Person	\$10,000.00
d. Personal & Advertising Injury	\$1,000,000.00
e. General Aggregate	\$2,000,000.00
f. Products – Completed Operations Aggregate	\$2,000,000.00

**Add §11.1.1.3 to read: §11.1.1.3 Automobile Liability covering hired, owned and non-owned vehicles. Provide the following minimum limits of coverage:**

a. Bodily Injury Per Person & Property Damage Combined Single Limit (CSL) \$1,000,000.00

**Add §11.1.1.4 to read: §11.1.1.4** Excess Indemnity Policy (Umbrella) covering both General and Automobile Liability. Provide the following minimum coverage:

a. Each Occurrence \$10,000,000.00

b. Annual Aggregate \$10,000,000.00

**Add §11.1.1.5 to read: §11.1.1.5** All of the Contractor's liability policies required above shall name the Owner, Matagorda County and the Architect and all of their consultants as additional insureds and include waivers of subrogation in favor of the Owner, Matagorda County and the Architect and all of their consultants.

**Add §11.1.1.6 to read: §11.1.1.6** The amendment of form language relative to cancellation notification on certificates of insurance cannot simply be made on the face of the form but must actually be made by policy endorsement in compliance with State of Texas insurance regulations.

**Add §11.1.1.7 to read: §11.1.1.7** The required insurance must be written by a company licensed to do business in Texas at the time the policies are issued. In addition, the company must be acceptable to the Owner.

**Delete §11.1.2 in its entirety and in lieu of substitute the following: §11.1.2** The Contractor shall procure and obtain all bonds at the appropriate time as prescribed by Section 2269.258 of the Texas Government Code as required of the Owner by applicable Laws or by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. All bonds must comply with the requirements of Texas Insurance Code, Section 7.19-1 and all bonding companies must be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000.00, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000.00 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the state in which the Project is located, including Chapter 2253 of the Texas Government Code, and in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

**Add §11.1.2.1 to read: §11.1.2.1** Except as otherwise required by statute the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;

**Add §11.1.2.2 to read: §11.1.2.2** Bonds shall be executed by a responsible surety licensed in the state in which the Project is located, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion of the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;

**Add §11.1.2.3 to read: §11.1.2.3** The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum;

**Add §11.1.2.4 to read: §11.1.2.4** The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the necessary limit of such power;

**Add §11.1.2.5 to read: §11.1.2.5** Every Bond under this Section §11.1.2 must be an original and display the Surety's Bond Number, and also include the name, address and telephone number of the bond company. A rider including the following provisions shall be attached to each Bond;

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents which, singularly or in the aggregate, does not exceed ten percent (10%) of the Contract Sum. Except as to increases in the Contract Sum in excess of the percentages set forth above in this Clause §11.1.2.5.1, any other addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

.2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender, if applicable, and the Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

**Add §11.1.2.6 to read: §11.1.2.6** The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of:

.1 notice of changes in the Work;

.2 request for reduction or release of retention;

.3 request for final payment; and

.4 any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

**Add §11.1.2.7 to read: §11.1.2.7** The Contractor shall provide Maintenance Bond Coverage to extend for the one (1) year period of the General Warranty to insure his performance under the terms of his obligation.

**Delete §11.1.3 in its entirety and in lieu of substitute the following: §11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. Contractor must provide all subcontractors and suppliers with copies of Payment Bond provided on the Project and contact information for the company issuing the Bond upon execution of a subcontract or placement of order for materials.

**No Change to §11.1.4**

**Add §11.1.5 to read: §11.1.5** The Contractor shall affect and maintain builders risk All Risk insurance protection written on an Installation Floater form, which allows the Owner to fully occupy the premises during the work, for the completed value of new portions of the entire structure on which work of this Contract is done, using standard insurance forms or their equivalent for this purpose. The Owner, Contractor and Architect and his consultants shall be named or designated in such capacity as insured jointly with the Contractor in this policy or policies, which shall be open to any of the Insured's inspections. The Contractor shall accomplish this by having an appropriate rider added to all policies as follows: The (name of insurance company) does insure (names of Owner, the Property Owner and Architect) with them at the described premises, but only to the extent of their individual interests, if any, as they may appear. If not covered under the All Risk insurance or otherwise provided in Contract Documents, the Contractor shall affect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment under Subparagraph §9.3.2. Policy shall have as endorsements, Texas Form No. 21, (Actual Completed Value), Texas Form No. 79-c, (Vandalism and Malicious Mischief Endorsement) including name of the Contractor and Owner. If the project is in a tier one wind storm zone the policy must also include windstorm coverage.

**Add §11.1.6 to read: 11.1.6.** The Contractor shall purchase and maintain separate boiler and machinery insurance which shall specifically cover such insured objects during installation and until final acceptance by Owner if the Contractor's normal liability or property insurance coverage excludes such objects. This insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**Add § 11.1.7 to read: § 11.1.7** If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

**Add § 11.1.8 to read: § 11.1.8** A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**Add § 11.1.9 to read: § 11.1.9** If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**Add § 11.1.10 to read: § 11.1.10** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

**Add § 11.1.11 to read: § 11.1.11** Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section §11.1. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner and others who are jointly insured.



## **§ 11.2 OWNER'S INSURANCE**

**Delete §11.2.1 in its entirety and in lieu of substitute the following: §11.2.1** Owner may, in its sole discretion, purchase an Owner Controlled Insurance Program (OCIP) for the Project. Owner will consult and confer with Contractor prior to purchasing OCIP. If OCIP is purchased, its cost will be included in the Cost of Work.

**Delete §11.2.2 in its entirety**

**Delete §11.2.3 in its entirety**

## **§ 11.3 Waivers of Subrogation**

**Delete §11.3.1 in its entirety and in lieu of substitute the following: §11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section §11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**No change to §11.3.2**

**Delete §11.4 in its entirety**

**Delete §11.5 including §11.5.1 and §11.5.2 in their entirety**

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**No Change to §12.1.1**

**Delete §12.1.2 in its entirety and in lieu of substitute the following: §12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the

Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

**§12.1.2.1** If a portion of the Work has been covered and the Architect has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Architect may request to see that Work and it shall be uncovered by the Contractor. If the Work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore cover on the Work is at the sole expense of the Contractor.

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

**No Change to §12.2.1**

### **§ 12.2.2 After Substantial Completion**

**No Change to §12.2.2.1**

**No Change to §12.2.2.2**

**No Change to §12.2.2.3**

**Delete §12.2.2.4 in its entirety and in lieu of substitute the following: §12.2.2.4** Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

**No Change to §12.2.3**

**No Change to §12.2.4**

**No Change to §12.2.5**

**Add §12.2.6 to read: §12.2.6** Contractor shall (1) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (2) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications of other Contract Documents; and (3) replace, repair, or restore any parts of the Project or furniture, fixtures,

equipment, or other items placed therein, whether by Owner or any other party, that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work.

**Add §12.2.7 to read: §12.2.7** The provisions of this Section §12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section §12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor or Owner unless Contractor is acting in such capacities. The cost to Contractor to performing any of its obligations under this Clause §12.2.7 to the extent not covered by insurance shall be borne by Contractor.

**Add §12.2.8 to read: §12.2.8** If however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, as equitable deduction from the Contractor Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonable delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

**Add §12.2.9 to read: §12.2.9** Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

### **§ 12.3 Acceptance of Nonconforming Work**

#### **No Change to §12.3**

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

**Delete §13.1 in its entirety and in lieu of substitute the following:** The Contract shall be governed by the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in Matagorda County, Texas. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

**Add § 13.1.1** As per TGC Chapter 2270 Israel Verification, Rawley McCoy & Associates, PLLC hereby verifies that under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- .1 Does not boycott Israel currently; and
- .2 Will not boycott Israel during the time of the contract.

**Add § 13.1.2** Pursuant to Section 2270.001, Texas Government Code:

.1 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

.2 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. "Governmental entity" means a state agency or political subdivision of this state

### **§13.2 Successors and Assigns**

**No Change to §13.2.1**

**No Change to §13.2.2**

### **§13.3 Rights and Remedies**

**No Change to §13.3.1**

**No Change to §13.3.2**

**Add §13.3.3 to read: §13.4.3** If any provision or any portion of a provision of the Contract Documents or of any other document to be executed in connection with the Contract is deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portion of that provision or of any other provision of any of the Contract Documents or such other document, as each provision of the Contract and all such other documents shall be deemed to be severable from all other provisions hereof and thereof."

**Add §13.3.4 to read: §13.3.4** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at, or sent by registered or certified mail return receipt requested, or by courier service providing proof of delivery, or by electronic facsimile transmission to the last business address known to the party giving notice.

### **§ 13.4 Tests and Inspections**

**Delete §13.4.1 in its entirety and in lieu of substitute the following: §13.4.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations or lawful orders of public authorities. The Owner will contract for, independently

of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**No Change to §13.4.2**

**No Change to §13.4.3**

**No Change to §13.4.4.**

**No Change to §13.4.5**

**No Change to §13.4.6**

### **§13.5 Interest**

**Delete §13.5 Interest in its entirety and in lieu of substitute the following:** Payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect if Owner's governing body meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect if Owner's governing body meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

### **Add §13.6 Project Information and Records**

**Add §13.6.1 to read: §13.6.1** Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

**Add §13.6.2 to read: §13.6.2** Contractor shall at all times through date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within

ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

**Add §13.6.3 to read: §13.6.3** Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner.

**Add §13.6.4 to read: §13.6.4** Contractor shall keep all Construction Documents related to the Project provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

**Add §13.6.5 to read: §13.6.5** In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**Delete §14.1.1 in its entirety and in lieu of substitute the following: §14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section §9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

**Delete §14.1.2 in its entirety and in lieu of substitute the following: §14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section §14.3 constitute in the

aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**Delete §14.1.3 in its entirety and in lieu of substitute the following: §14.1.3** If one of the reasons described in Section §14.1.1 or §14.1.2 exists, the Contractor may, upon fifteen (15) days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

**Delete §14.1.4 in its entirety and in lieu of substitute the following: §14.1.4** If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon fifteen (15) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section §14.1.3

#### **§ 14.2 Termination by the Owner for Cause**

**Delete §14.2.1 in its entirety and in lieu of substitute the following: §14.2.1** The Owner may terminate the Contract if the Contractor

- .1 Repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- .2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors.
- .3 Repeatedly disregards applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, or lawful orders of a public authority.
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 Or if any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (1) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (1) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner; or
- .6 Fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

**Delete §14.2.2 in its entirety and in lieu of substitute the following: §14.2.2** When any of the above reasons exist the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of Surety:

.1 Take possession of the site and of all materials, equipment, tools, and construction equipment, and machinery thereof owned by the Contractor.

.2 Accept assignment of contracts pursuant to Section §5.4.

.3 Finish the Work by whatever reasonable method the Owner may deem expedient.

**Add §14.2.2.1 to read: §14.2.2.1** In any such event, title to the Work, and any products thereof, whether completed or partially completed, as well as all materials prepared, provided procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the Contract Documents.

**No Change to §14.2.3**

**No Change to §14.2.4**

### **§ 14.3 Suspension by Owner for Convenience**

**No Change to §14.3.1**

**No Change to §14.3.2**

### **§ 14.4 Termination by Owner for Convenience**

**No Change to §14.4.1**

**No Change to §14.4.2**

**Delete §14.4.3 in its entirety and in lieu of substitute the following: §14.4.3** In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, for profits only on that portion of the Work executed, and for reasonable costs of demobilization.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**



**No change to §15.1.1**

**No change to §15.1.2**

**§15.1.3 Notice of Claims**

**No change to §15.1.3.1**

**No change to §15.1.3.2**

**§15.1.4 Continuing Contract Performance**

**No change to §15.1.4.1**

**No change to §15.1.4.2**

**§ 15.1.5 Claims for Additional Cost**

**No Change to §15.1.5 Claims for Additional Cost**

**§ 15.1.6 Claims for Additional Time**

**No Change to §15.1.6.1.**

**Delete §15.1.6.2 in its entirety and in lieu of substitute the following: §15.1.6.2** The Contractor shall be entitled to an extension of the contract time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year.

**Add §15.1.6.2.1 to read: §15.1.6.2.1** Prepare as a base line for monthly weather reporting Norm based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. This shall determine monthly ANTICIPATED unusual weather days. The contractor's progress schedule must reflect these ANTICIPATED adverse weather delays in all-weather dependent activities. In order for a weather-related time extension to be awarded the weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work.

**Add §15.1.6.2.2 to read: §15.1.6.2.2** Keep Daily Jobsite Reports including both written and photographic record of all weather information, specifically noting any adverse weather, including temperature, wind, rain, etc. If unusually inclement weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that

they had an adverse effect on the scheduled construction. Give a description of how any adverse weather event will affect the Project Critical Path Schedule and resultant impact to normally scheduled work. The delay must be beyond the control and without the fault or negligence of the contractor. Keep a record of any adverse weather delays as a result of previous project delays. Such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days.

**Add §15.1.6.2.3 to read: §15.1.6.2.3** The Contractor shall bear the entire economic risk of all weather delays and disruptions and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred.

### **§ 15.1.7 Waiver of Claims for Consequential Damages**

**No Change to §15.1.7 Waiver of Claims for Consequential Damages**

### **§ 15.2 Initial Decision**

**No change to §15.2.1**

**No change to §15.2.2**

**No change to §15.2.3**

**No change to §15.2.4**

**No change to §15.2.5**

**No change to §15.2.6**

**No change to §15.2.6.1**

**No change to §15.2.7**

**Delete §15.2.8 in its entirety and in lieu of substitute the following: §15.2.8** It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, build, or situated.

**Add §15.2.9 to read: §15.2.9** Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

### **§ 15.3 Mediation**

**Delete §15.3.1 in its entirety and in lieu of substitute the following: §15.3.1** In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

**Delete §15.3.2 in its entirety and in lieu of substitute the following: §15.3.2** The parties shall endeavor to resolve their claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**Delete §15.3.3 in its entirety and in lieu of substitute the following: §15.3.3** The parties shall select the mediator by mutual agreement and share the mediator's fee and any filing fees equally. If the parties cannot mutually agree upon a mediator the Presiding Judge of the District Courts of Matagorda County, Texas shall select the mediator.

**Delete §15.3.4 in its entirety and in lieu of substitute the following: §15.3.4** The mediation shall be held in Matagorda County, Texas unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Venue for binding dispute resolution shall also be in Matagorda County, Texas

### **§ 15.4 Arbitration**

**Delete §15.4 in its entirety**

#### **§ 15.4.4 Consolidation or Joinder**

**Delete §15.4.4 in its entirety**

### **Add §15.5 Immunity**

**Add §15.5.1 to read: §15.5.1** Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

**END OF 00 73 00**



## **SECTION 01 11 00 – SUMMARY OF WORK**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 - GENERAL**

- A. THE PROJECT: The Matagorda County Blessing Community Center Project is a demolition of the existing Community Center and construction of a new Community Center and associated site work in its place in Blessing, Texas.
- B. PROJECT COMPONENTS:
1. Demolition
  2. Construction
  3. Site work
- C. THE WORK:
1. All work necessary to Demolish the existing building and construct new building and associated site elements as represented in the Drawings and Specifications.
  2. The estimated project budget for the above-described work is approximately \$1,000,000.00 to \$1,250,000.00 and it is anticipated that this project may take approximately 365 calendar days to complete.

### **1.2 CONTRACT DESCRIPTION**

- A. Perform Work of Contract under separate contract with Owner in accordance with the Conditions of the Contract, and as modified by Supplementary Conditions of the Contract.

### **1.3 CONTRACTS AND USE OF SITE**

- A. Contractor Use of Premises:
1. Confine operations at site to areas permitted by:
    - a. Law
    - b. Ordinances
    - c. Permits
    - d. Contract Documents
  2. Do not unreasonably encumber site with materials or equipment.
  3. Assume full responsibility for protection and safekeeping of products stored on premises.
  4. Obtain and pay for use of additional storage or work areas as needed for operations.
  5. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from building areas during construction, as determined by City and District officials.
  6. Contractor shall coordinate all construction activities with Owner.
  7. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
  8. Coordinate all utility shutdowns with Owner and, as required, with local utility companies, prior to commencement of shutdown.
  9. Periodically perform general clean up at project site as necessary to maintain a clean and safe working environment for the workers and site visitors. Provide litter barrels around site to dispose of litter and other small garbage items and remove large debris and trash from site as

required. The Owner and/or Architect shall notify the Contractor if the site requires attention at no cost if the clean up efforts are not completed at reasonable intervals.

B. Owner Occupancy:

1. Partial Owner Occupancy: The Owner reserves the right to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
2. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
3. Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
4. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
5. Prior to partial Owner occupancy, emergency and life safety systems shall be fully operational. Emergency and life safety systems include, but are not limited to, fire sprinkler systems, fire alarm systems, and emergency egress devices. For emergency exiting purposes, the path of travel shall be clearly delineated and functional. If required, temporary barricades shall separate on-going construction from occupied spaces as allowed by the governing agency holding jurisdiction over the Project. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of emergency and life safety systems in occupied portions of the building.

C. Owner-Furnished Items:

1. The Owner may provide items to the Contractor for installation in accordance with manufacturer's recommendations and instructions.
2. The Owner will arrange and pay for delivery of Owner-furnished items in accordance with the Contractor's Construction Schedule, and will inspect deliveries for damage.
3. If Owner-furnished items are damaged, defective or missing, through no fault of the Contractor, the Owner will arrange for replacement.
4. The Contractor is responsible for designating the delivery dates of Owner-furnished items in the Contractor's Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to elements, and to repair or replace items damaged as a result of his operations.

D. Coordination with Owner's Forces or Owner's Contractors:

1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by Owner to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
  - a. Materials Inspection and Testing Agency

E. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction

means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

- F. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract, except as noted in the above paragraph.

#### **1.4 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Architects/Engineers written responses to Minor Change directives, Change Proposal Requests, and other supplemental instructions.
  5. Change Orders and other modifications to the Contract.
  6. Reviewed Shop Drawings, Product Data, and Samples.
  7. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Refer to section 01 78 39, Record Documents, As-Built Drawings for additional information.

#### **1.5 PROTECTION OF EXISTING PROPERTY**

- A. Contractor shall provide and maintain adequate protection of all Owners' existing property during duration of Project.
- B. Contractor shall verify location of all existing underground utilities on site with the owner of such utilities and authorities having jurisdiction and shall provide and maintain adequate protection of all such utilities during duration of Project.
- C. Protection of Trees (designated to remain):
1. Provide wood barricades around trees and shrubs at their drip line in traffic areas to protect them from construction operations until Substantial Completion, or until barricade removal is directed by Architect.

#### **1.6 USE OF ASBESTOS FREE MATERIALS, PRODUCTS AND SYSTEMS**

- A. The Contractor is reminded to refer to the specification requirements regarding asbestos containing materials.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

A. Refer to Specification Sections.

## **PART 3 - EXECUTION**

### **3.1 CONSTRUCTION SCHEDULE**

- A. The Work shall commence on Notice to Proceed and the duration of Work shall be based on the estimated schedule provided by the Contractor
- B. Refer to the Standard Form of Agreement between Owner and Contractor and the General Conditions of the Contract for information concerning liquidated damages.

**END OF SECTION 01 11 00**



## **SECTION 01 25 00 - SUBSTITUTION PROCEDURES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 - GENERAL**

#### **A. RELATED DOCUMENTS**

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **B. SUMMARY**

1. Section includes administrative and procedural requirements for substitutions.
2. Related Sections:
  - a. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

#### **C. DEFINITIONS**

1. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - a. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - b. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### **D. SUBMITTALS**

1. Substitution Requests: Submit copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - a. Substitution Request Form
  - b. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    1. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    2. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    3. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    4. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    5. Samples, where applicable or requested.
    6. Certificates and qualification data, where applicable or requested.
    7. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    8. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    9. Research reports evidencing compliance with building code in effect for Project

10. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  11. Cost information, including a proposal of change, if any, in the Contract Sum.
  12. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  13. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- c. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
1. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  2. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### E. QUALITY ASSURANCE

1. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

#### F. PROCEDURES

1. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

### **PART 2 - PRODUCTS**

#### A. SUBSTITUTIONS

1. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than (15) days prior to time required for preparation and review of related submittals.
2. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.

- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- 3. Substitutions for Convenience: Allowed
- 4. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
  - a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - 2. Requested substitution does not require extensive revisions to the Contract Documents.
    - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - 4. Substitution request is fully documented and properly submitted.
    - 5. Requested substitution will not adversely affect Contractor's construction schedule.
    - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - 7. Requested substitution is compatible with other portions of the Work.
    - 8. Requested substitution has been coordinated with other portions of the Work.
    - 9. Requested substitution provides specified warranty.
    - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

**END OF SECTION 01 25 00**



**SUBSTITUTION REQUEST FORM**

**(Bidding/Negotiating Phase)**

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model: \_\_\_\_\_  
Installer: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
History:  New product  1-4 years old  5-10 years old  More than 10 years old  
 Point-by-point comparative data attached

Reason for not providing specified item: \_\_\_\_\_  
Similar Installation: \_\_\_\_\_  
Project: \_\_\_\_\_ Address: \_\_\_\_\_  
Architect: \_\_\_\_\_ Owner: \_\_\_\_\_  
Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_)

Proposed substitution changes Contract Time:  No  Yes; explain \_\_\_\_\_

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

---

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

\_\_\_\_\_ Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

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**A/E's REVIEW AND RECOMMENDATION**

- Approve Substitution - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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**OWNER'S REVIEW AND ACTION**

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:

Contractor       Subcontractor       Supplier       Manufacturer       A/E

**END OF SECTION 01 25 01**

## **SECTION 01 29 00 – PAY APPLICATIONS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SUMMARY**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
  2. Coordinate the Schedule of Values breakdown and format requirements with the Architect.

### **RELATED SECTIONS**

- A. Section 01 33 00 – Submittal Procedures

### **SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of alternates.
    - e. List of products.
    - f. List of principal suppliers and fabricators.
    - g. Schedule of submittals.
  2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 14 days after date of Owner-Contractor Agreement.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one-line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
  3. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum, per Project Phase in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
8. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. List each Change Order as a separate line item.

#### **APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
  1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional submittal requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.



- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.
  3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Submittal Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. Copies of building permits.
  9. Copies of authorizations and licenses from governing authorities for performance of the Work.
  10. Initial progress report.
  11. Report of preconstruction meeting.
  12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Certificate of Occupancy and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Record Documents.
    - d. Test/adjust/balance records.
    - e. Maintenance instructions.
    - f. Meter readings.
    - g. Startup performance reports.
    - h. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - i. Final cleaning.
    - j. Advice on shifting insurance coverages.
    - k. List of incomplete Work (punch list), recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.

2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Change of door locks to Owner's access.

**END OF SECTION 01 29 00**

**SECTION 01 30 00 – ADMINISTRATIVE REQUIREMENTS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

**CONTRACT FORMS**

A. The following standard forms issued by the American Institute of Architects will be used on this project:

1. Standard Form of Agreement Between Owner and Contractor	A 101	2007
2. General Conditions of the Contract for Construction	A 201	2017
3. Performance Bond and Payment Bond	A 312	1992
4. Application and Certificate for Payment	G 702	1992
5. Continuation Sheet	G 703	1992
6. Change Order	G 701	2001
7. Certificate of Substantial Completion	G 704	2000
8. Contractor’s Affidavit of Payment of Debts and Claims	G 706	1994
9. Consent of Surety Company to Final Payment	G 707	1994
10. Consent of Surety Company to Reduction in or Partial Release of Retainage	G 707A	1994

**ADVERTISING**

A. The Contractor or any Subcontractors shall not advertise or publish without the Owner’s prior consent, the fact that the Owner has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**GRATUITIES**

A. The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of The County of Matagorda with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Contract for Construction is canceled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover.

**PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

A. Local Government Code, Chapter 171.

1. Local public officials and employees of governmental entities must comply with all aspects of Chapter 171, Texas Local Government Code. Bidders are encouraged to familiarize themselves with these provisions so that they can avoid conflicts that might arise out of relationships with public officials and employees of governmental entities.

B. Local Government Code, Chapter 176.

1. Any Vendor who contracts or seeks to contract with the a local government entity must file with its proposal a "Conflict of Interest Questionnaire".

**CERTIFICATE OF INTERESTED PARTIES (upon award of contract)**

- A. Matagorda County, must comply with the "Disclosure of Interest Parties", mandated by Texas HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", per Texas Government Code Statute 2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

**Step 1:** Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Step 2:** Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download, print, sign and notarize Form 1295. The notarized Form 1295 must be signed by an authorized agent of the business entity.

**Step 3:** At the time of submission to Matagorda County, the Business Entity submit with their contract\* (i.e.: bid, rfp, rfq, soq, etc.) the signed and notarized Form 1295, along with the Certification of Filing, to Matagorda County. Upon receipt, Matagorda County may proceed with the award and/or execution of the contract.

**Step 4:** Not later than the 30th day after the date the contract has been signed by all parties, Matagorda County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

**Step 5:** Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

Please visit the State of Texas Ethics Commission website,

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)  
and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

## **SCHEDULING THE WORK**

- A. The work shall be carefully scheduled and executed in a manner that will cause the least possible interference with the Owner's operations and property.
- B. Prior to beginning the actual work, the Architect, Contractor and Owner's representative will meet to discuss the final scheduling and coordination of the work.

## **RIGHT OF ENTRY**

- A. The Owner reserves the right of entry to the property at all times for inspection of the work.
- B. The Owner may perform collateral work or have work under separate contracts performed on the property. Owner must coordinate work performed under separate contracts with the Contractor and must grant the Contractor time extensions to his contract if such additional work causes delays.

## **PROGRESS MEETINGS**

- A. The Contractor shall meet with the Architect and Owner's representative as often as necessary to maintain communications between all parties as may be necessary to maintain scheduling and execution of the work in a manner that is least disruptive to the Owner.

## **MAINTENANCE MANUALS**

- A. Furnish the Owner four (4) copies of maintenance recommendations for all work installed.
- B. Maintenance recommendations shall be furnished in a form approved by the Architect and shall be neatly typewritten and bound.

## **MANUFACTURER'S DIRECTIONS**

- A. All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and placed in operation as directed by the representative manufacturers, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specifications.

## **ASBESTOS**

- A. The General Contractor shall provide certification from himself, all Subcontractors, vendors, suppliers, entities, etc. stating that materials and/or equipment used in the construction of the project do not contain asbestos in any form or concentration. **MSDS sheets on all materials used must be provided.**

## **PROTECTION OF PROPERTY & PERSONS**

- A. Protect existing walks, curbing, sidewalks, drives, parking lots, planting beds, shrubs, trees and lawn areas. All damage caused by the Contractor or any Subcontractors shall be made good at the expense of the Contractor.

- B. Provide necessary barricades / fencing / covers to protect persons during the course of the work or during periods when no work is in progress but when conditions around the construction areas could pose a danger.

**COMPLIANCE WITH LAW**

- A. During performance of his work, Contractor shall comply with all Federal, State and City Laws and Regulations.

**DEBRIS REMOVAL**

- A. Contractors shall remove all debris resulting from the work being performed to a suitable site for disposal, and shall dispose of same in a manner that does not violate any City, State or Federal Law or Regulation.

**END OF SECTION 01 30 00**

## **SECTION 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 GENERAL**

#### **1.1 SUBMITTALS**

A. Schedules:

1. Preliminary Analysis: Within ten (10) days after receipt of Award of Contract, submit a preliminary construction schedule for review by Owner and Architect.
2. Construction Schedule: Within fourteen (14) days after receipt of Notice to Proceed, submit one (1) reproducible and four (4) prints of the approved construction schedule.
3. Updated Construction Schedule(s): Within 48 hours (2 working days) of request, provide Architect one (1) copy of revised construction schedule congruent with actual construction activity as scheduled. These updates are for the Architect to confirm construction activities are on schedule.
4. Recovery Schedule: In the event of significant schedule slippage, as determined by the Architect, within 48 hours (2 working days) the Contractor shall provide a project recovery schedule indicating how the Work is to be completed to return to the original project schedule.

#### **1.2 RELIANCE UPON SCHEDULE**

- A. The construction schedule as approved by the Architect will be an integral part of the contract and will establish conditions for various activities and phases of constructions.

#### **1.3 CONSTRUCTION SCHEDULE**

- A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished. Indicate critical path.
- B. In addition to project construction, activities shown on the diagram shall include but not necessarily be limited to:
1. Project mobilization
  2. Submittals and approvals of shop drawings and samples
  3. Phasing of construction
  4. Procurement of equipment and critical materials
  5. Fabrication and installation of special material and equipment
  6. Final clean-up
  7. Final inspection and testing
- C. The construction schedule shall be maintained and current at all times and shall be submitted with each Application for Payment.
- D. Provide a current “three week look ahead” based on the overall project schedule at each project meeting.

#### **1.4 CONSTRUCTION SCHEDULE LIMITATIONS**

- A. A. Work performed under this Contract shall be done in accordance with the following paragraphs:
1. All work may proceed immediately upon Notice to Proceed and continue uninterrupted.

2. Under the Base Proposal only, the successful Offeror will be 1) entitled to certain extensions of time and 2) subject to liquidated damages for work not completed beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. Refer to Supplementary Conditions for additional requirements and liquidated damages.
3. Failure to complete and close-out project after substantial completion may result in liquidated damages. Refer to Supplementary Conditions for additional requirements and liquidated damages.
4. Certificate of Substantial Completion will be issued for any of the above mentioned areas of work which are complete prior to the completion of the entire project.
5. The Owner may at his discretion approve changes recommended by the successful Offeror to the above-mentioned schedule provided that the Owner's use of newly completed areas are not disrupted.

## **PART 2 - PRODUCTS**

A. Not Used

## **PART 3 - EXECUTION**

A. Not Used

**END OF SECTION 01 32 16**



## **SECTION 01 33 00 – SUBMITTAL PROCEDURES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 - GENERAL**

#### **1.1 SUBMITTAL PROCEDURES**

- A. Transmit to the Architect/Engineer each item indicated in individual specification sections with approved form identifying:
  - 1. Date of submission and dates of any previous submissions.
  - 2. Project title and number
  - 3. Contract identification
  - 4. Names of Contractor, Supplier, Manufacturer
  - 5. Pertinent drawing sheet and detail number, and specification section number, as appropriate
  - 6. Deviations from Contract Documents.
- B. Contractor shall be responsible for initial review prior to submittal to Architect/Engineer to verify adequacy and conformance to contract requirements. Lack of review by Contractor shall be grounds for rejection.
- C. Apply Contractor's stamp, signed, to each item submitted, certifying that review and verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.
- D. Transmit each item in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other contractor. Allow minimum of ten (10) days for adequate Architect/Engineer/Owner review of each submittal. Time may vary according to scope and complexity of item under review. Allow adequate time in schedule for revisions and resubmittal as deemed necessary.
- E. Submit electronic copy to the Architect. The Architect will return to the Contractor upon completion of review. It will be the Contractor's responsibility distribute the reviewed submittal to all concerned parties.
- F. Submit each item according to individual specification sections and identified by Division, Section, and individual submittal number. Maintain log according to each Division.
- G. Revise and resubmit submittal as required; identify all changes made since previous submittal.
  - 1. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit until approved.
  - 2. Submit new submittal as required for initial submittal.

#### **1.2 PROPOSED PRODUCTS LIST**

- A. Within 30 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.3 PRODUCT DATA**

- A. Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

- B. Submit the product data and samples which the Contractor and his subcontractors need for their use.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project

#### **1.4 MSDS SHEETS**

- A. The Texas Asbestos Health Protection Rules (Title 25. Health Services, Part I. Texas Department of Health Chapter 295 - Occupational Health, Subchapter C - Texas Asbestos Health Protection)..
- B. Pursuant to the above referenced Rules, submit MSDS Sheets showing that materials used in the Project, contain 1.0 percent or less asbestos. This requirement pertains to every material in every Section of the Specifications, as applicable to the Project, whether written therein, or not. Submit MSDS Sheets for materials, including, but not limited to the following, as applicable to the Project.
  - 1. Surfacing Materials:
    - a. acoustical plaster;
    - b. decorative plaster/stucco;
    - c. textured paint/coating;
    - d. spray applied insulation;
    - e. blown-in insulation
    - f. fire proofing insulation;
    - g. joint compound; and
    - h. spackling compounds
  - 2. Thermal System Insulation:
    - a. taping compounds (thermal)
    - b. HVAC duct insulation;
    - c. boiler insulation;
    - d. breaching insulation;
    - e. pipe insulation; and
    - f. thermal paper products
  - 3. Miscellaneous Material:
    - a. cement wallboard/siding;
    - b. asphalt/vinyl floor tile
    - c. vinyl sheet flooring/vinyl wall coverings;
    - d. floor backing;
    - e. construction mastic;
    - f. ceiling tiles/lay-in ceiling panels;
    - g. packing materials;
    - h. h. high temperature gaskets;
    - i. laboratory hoods/table tops
    - j. fire blankets/curtains;
    - k. elevator equipment panels;
    - l. elevator brake shoes;
    - m. ductwork flexible fabric connections;
    - n. cooling towers;
    - o. heating and electrical ducts;
    - p. electrical panel partitions;
    - q. electrical cloth/electrical wiring insulation;
    - r. chalkboards;
    - s. roofing shingles/tiles;
    - t. roofing felt;

- u. base flashing;
- v. fire doors;
- w. caulking/putties;
- x. adhesives/mastics; and
- y. wallboard

### **1.5 SHOP DRAWINGS**

- A. Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit electronic copies only.
- D. All dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified. If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, then the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items. When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Architect for approval prior to proceeding with the work. All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal.

### **1.6 SAMPLES**

- A. Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit for aesthetic, color, or finish selection. Submit full range of manufacture's standard colors, textures, and patterns for Architect's selection.
- C. Submit samples to illustrate functional characteristics of the Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- D. Submit the number specified in respective Specification Section.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in specification section.

### **1.7 DESIGN DATA**

- A. When required, submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit design data for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

### **1.8 TEST REPORTS**

- A. In accordance with Section 01 41 00, Testing and Laboratory Services, submit test reports for Architect/Engineer's knowledge as contract administrator or for Owner. Architect will determine whether corrective action is required.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

### **1.9 CERTIFICATES**

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and Owner.

### **1.10 GUARANTEES**

- A. When specified in individual specification sections, submit warranties by manufacturer, installation/application subcontractor, fabricator, or Contractor to Architect, in quantities specified.
- B. Submit warranties in accordance with Section 01 77 00, Project Closeout.

### **1.11 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Submit required instructions in duplicate.

### **1.12 MANUFACTURER'S FIELD REPORTS**

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.
- B. Submit report in quantity specified or required within ten (10) days of observation to Architect for information. Architect will determine whether corrective action is required.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

### **1.13 ERECTION DRAWINGS**

- D. When required, submit drawings for Architect/Engineer's benefit or for Owner.
- E. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- F. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner. Architect will determine whether corrective action is required.

### **1.14 COORDINATION DRAWINGS**

- A. Areas where multiple trades and disciplines have concurrent or sequenced work, the Contractor shall submit coordination drawings indicating coordination of the work among all trades to reduce conflicts. All coordination, review and approval shall be complete prior to the beginning of installation of any work in these areas. Failure to coordinate work in these areas shall be grounds for disapproval of any requests for change orders, substitution requests, alternate means to achieve desired result or schedule modifications. Areas include, but are not limited to, above ceilings in corridors, chase walls, and any other condition where sequencing and conflicts among trades may arise.

### **1.15 CONSTRUCTION PHOTOGRAPHS**

- A. Provide photographs monthly and at Texas Historical Commission required intervals of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect/Engineer.
- B. Photographs: digital; sent to Architect via email, or provide on non-rewritable compact disk. Along with Application for Payment, include one (1) reproducible copy of contact sheet of all photographs taken during that period indicating Work completed and identified as stated below.
- C. Photograph project conditions five (5) days maximum prior to submitting indicating relative progress of the Work. Do not photograph conditions previously photographed if no work has proceeded. As able, take photographs from same position indicating same view in successive installments.
- D. Take photographs as evidence of existing project conditions as follows:
1. Site: Take four (4) site photographs at project corners
  2. Interior views: Take two (2) minimum interior photographs of each space under construction from differing directions or as required.
  3. Exterior views: Take two (2) photographs of each elevation.
  4. Details: Take as required to document concealed conditions, including, but not limited to, underground construction, utility penetrations and installation, steel erection, concrete and masonry reinforcing, waterproofing and flashing, and roofing installation.
  5. Cavity wall: Provide photographic evidence that cavity wall was maintained clean and free of debris and excess mortar.
  6. Photos of underground items, including but not limited to:
    - a. Vapor barrier under slabs clearly showing proper penetration preparation
    - b. Irrigation piping
    - c. Valves
    - d. Spray heads
    - e. Grease interceptor
    - f. Below grade dampproofing and waterproofing around building perimeter for suspended slab
- E. Identify each photograph with name of Project, room or view, and date.

### **PART 2 - PRODUCTS**

- A. Not Used

### **PART 3 - EXECUTION**

- A. Not Used

### **END OF SECTION 01 33 00**



## **SECTION 01 45 00 – QUALITY CONTROL**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 – GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Quality Assurance: Requirements for material and product quality and control of installation.
- B. Tolerances
- C. References and Standards
- D. Mock-ups
- E. Testing Laboratory Services
- F. Inspection Services
- G. Manufacturers' field services

#### **1.2 RELATED SECTIONS**

- A. Section 01 33 00 - Submittal Procedures
- B. The Work of this Section shall be included as a part of all Sections of Work, whether referenced therein or not.

#### **1.3 DESCRIPTION OF REQUIREMENTS**

- A. Unless specifically noted otherwise, perform all Work shown, mentioned, or reasonably inferred and comply with all work restrictions.
- B. Many of the requirements specified elsewhere are included herein for reference and convenience. Where a conflict occurs between the Contract Documents, either within themselves or each other, the more stringent requirement or the most expensive combination of materials and workmanship shall prevail.
- C. Contractor shall:
  - 1. perform Work in accordance with the General Conditions, as specified herein, and with the quality control requirements of each Specification Section; as well as any additional requirements of the Texas Historical Commission.
  - 2. perform Work in the highest quality workmanship, unless specified otherwise;
  - 3. join materials with a uniform and accurate fit so they meet with neat straight lines, free of smears, overlaps or irregularities, as applicable to the work;
  - 4. install all exposed materials appropriately level, plumb, and at accurate angles as shown and flush with adjoining materials;
  - 5. attach materials with sufficient strength, and with number and spacing of fasteners and attachments that will not fail until materials joined are broken or permanently deformed;
  - 6. use concealed fasteners, unless shown or directed otherwise.

#### **1.4 QUALITY ASSURANCE AND CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. Adhere to specific Historic Restoration installation guidelines and installer requirements where indicated in the Contract Documents

### **1.5 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

### **1.6 REFERENCES AND STANDARDS**

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Owner-Contractor Agreement except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

### **1.7 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as required, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer within ten (10) days after receipt of Notice to Proceed, in advance of required observations. Observer subject to approval of Architect/Engineer and Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.



- D. Refer to Section 01 33 00, Submittal Procedures, for additional information concerning submittal procedures and requirements for Manufacturers Field Reports.

## **PART 2 - PRODUCTS**

- A. Not Used.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

### **3.2 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

**END OF SECTION 01 45 00**



## **SECTION 01 50 00 – TEMPORARY FACILITIES AND CONSTRUCTION**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **TEMPORARY SERVICES - GENERAL**

- A. Provide all temporary services and facilities as specified below, and as required for the proper and expeditious prosecution of the work. Provide all labor, materials, equipment and appliances necessary for the complete installation, operation and maintenance of all temporary service systems and facilities as may be required during work on the project.

### **UTILITIES**

- A. The Contractor can use existing Owner utilities at the site.

### **SANITARY FACILITIES**

- A. The Contractor shall provide suitable temporary toilet facilities near the location of the work. Temporary toilets shall be maintained in a sanitary condition at all times and shall be placed in the least obtrusive location available.

### **STORAGE**

- A. Each Contractor shall provide suitable means to protect all stored material subject to damage from the weather.
- B. Contractors may use portions of existing parking lots for storage if approved in advance by Owner. Contractors must protect these areas and return them to their original condition upon completion of the work.

### **FENCES**

- A. Contractors must provide temporary fencing and other barricades to protect stored materials on the site and provide a secure and safe work area around the project.
- B. Coordinate size and location of all fenced storage and work areas with the Owner and Architect prior to erection.
- C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing. 6 feet high minimum with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.
  - 1. Securely anchor posts into ground with minimum 30 inch deep, 12 inch diameter concrete filled post holes at 6 feet on center max.
- D. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing. 6 feet high minimum with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.
  - 1. Provide concrete, tire or pipe bases for supporting posts.

E. Provide 6 foot high fence around construction site; equip with locable vehicular gates.

### **OFFICES**

- A. Contractor shall provide his own office on the premises, maintain it, and remove it when directed to by Owner. Contractor shall furnish office space for the Architect as well as for himself.
- B. Coordinate size and location of all offices with the Owner and Architect prior to erection or placement on the premises.

### **PROTECTION OF PROPERTY & PERSONS**

- A. Protect all new or existing walks, curbing, drives, parking lots, planting beds, shrubs, trees and lawn areas. All damage caused by the Contractor or any Subcontractors shall be made good at the expense of the Contractor.
- B. Provide necessary barricades to protect persons entering, leaving or walking around construction areas during the course of the work or during periods when no work is in progress but when conditions around the construction areas could pose a danger.

### **PROTECTION OF INSTALLED WORK**

- A. Protect installed work and provide special protection where required.
- B. Provide temporary and removable protection for installed products. Control construction activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finish floors, stairs and other surfaces from traffic, dirt, wear, damage or movement of heavy objects by protecting with durable sheet materials.
- E. Prohibit traffic or storage on waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

### **ACCESS ROADS AND PARKING**

- A. Construct and maintain temporary roads accessing thoroughfares to serve construction area.
- B. Provide and maintain access to fire hydrants, free off obstructions.
- C. Provide temporary gravel surface parking areas to accommodate construction personnel within the site space.
- D. Do not allow vehicle parking on existing pavement without written approval from school district allowing construction employee parking.

### **CLEANING AND WASTE REMOVAL**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain project site in a clean and orderly condition.
- B. Remove debris and rubbish from masonry cavities, pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space.
- C. Broom and vacuum clean interior areas daily and prior to start of any interior finish work to eliminate dust.

### **REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

### **END OF SECTION 01 50 00**



## **SECTION 01 77 00 – PROJECT CLOSEOUT**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **GENERAL**

- A. Comply with all requirements of the contract. Send notices, furnish certificates, affidavits and other requirements to complete contract.

### **SUBSTANTIAL COMPLETION**

- A. When entire project has reached Substantial Completion as defined in the General Conditions, Paragraph 9.8.1, the Contractor shall send written notice and a comprehensive list of items to be completed or corrected to the Architect as fully described in Paragraph 9.8.2.
- B. The Architect will then make a preliminary inspection to determine the status of completion and prepare a supplementary list of items requiring completion or correction in addition to Contractor's list for use of the Contractor. This combined list shall constitute the "punch list" for the project.
- C. When all requirements of Section 9.8 of the General Conditions of the Contract for Construction have been achieved then the Architect will prepare and issue a Certificate of Substantial Completion, AIA Document G 704, to be signed by the Owner and Contractor. This document will be accompanied by a list of any items remaining to be completed on the "punch list" prepared by the Contractor, supplemented by and approved by the Architect.

### **OPERATIONS INSTRUCTIONS, MANUALS, CERTIFICATIONS & RECORD DRAWINGS**

- A. Instruct Owner's representatives in the operation of all mechanical, electrical, plumbing and other building systems as specified. All such instructions shall be coordinated with the Owner's Representative and their completion verified in writing.
- B. Deliver keys to Owner along with typed keying schedules and additional master keys, sub-masters or special keys.
- C. Deliver to the Architect digital copies of all required written guarantees and warranties. Once approved by Architect deliver to Owner all required written guarantees and warranties prepared and bound in duplicate for his use.
- D. Deliver to the Architect digital copies of all required certificates of inspection. Once approved by Architect deliver to Owner all required certificates of inspection prepared and bound in duplicate for his use.
- E. Deliver to the Architect digital copies of all required hazardous material certifications, **including MSDS sheets**. Once approved by Architect deliver to Owner all required hazardous material certifications, **including MSDS sheets** prepared and bound in duplicate for his use.
- G. Deliver to the Architect digital copies of all required record drawings. Once approved by Architect deliver to Owner all required record drawings prepared and bound in duplicate for his use.

## **CLOSEOUT LEGAL DOCUMENTS**

- A. The following AIA Documents must be completed and delivered to the Architect for review and delivery to the Owner.
1. Contractor's Affidavit of Payment of Debts and Claims, G706, for General Contractor and all major Sub-Contractors and Suppliers.
  2. Consent of Surety Company to Final Payment, G707.
  3. Consent of Surety Company to Reduction in or Partial Release of Retainage, G707A, if necessary.
  4. Maintenance Bond.
- B. In addition to documents specifically listed above, other documents as may be defined or identified in the Owner-Contractor Agreement, General Conditions, or elsewhere in the contract documents must also be provided.

## **FINAL INSPECTION**

- A. Contractor shall notify the Architect when project is finally complete and all of the above requirements have been met.
- B. Architect will then notify Owner and make a final inspection.

## **FINAL PAYMENT**

- A. Contractor shall submit the final Application and Certificate for Payment to the Architect after elapse of time stipulated in the contract, indicating all contract sum adjustments.
- B. The Architect will approve and deliver to the Owner the final Application and Certificate for Payment upon completion of the final inspection and receipt and approval of all required closeout documentation.

## **GUARANTEE/WARRANTY INSPECTION**

- A. The Contractor shall be required to join the Architect and Owner, if notified to do so, in a walkthrough of the project within 30 days of the expiration of the general one (1) year project guarantee/warranty to determine if any work is still required under the terms of the guarantee/warranty.

## **END OF SECTION 01 77 00**



**SECTION 01 78 39 – RECORD DOCUMENTS, AS-BUILT DRAWINGS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

**AS-BUILT DRAWINGS**

- A. The Contractor shall provide as-built drawings which clearly show all differences between the contract work as drawn and as actually installed, as well as work added to the contract which is not indicated on the contract drawings.
- B. Special attention should be paid to precisely documenting changes to concealed work, meaning work installed underground or in areas which can not be readily inspected by use of access panels, inspection plates or other removable features.
- C. The Contractor shall maintain a set of record drawings at the job site. These drawings shall be kept legible and current and shall be available for inspection at all times by the Architect.
- D. Upon substantial completion of the work, transfer the changes noted on the record drawings to the as-built drawings.
- E. As-built drawings shall be prepared on hard copies paid for by the Contractor from the as-built drawing allowance. As-builts shall be provided for all sheets of the drawings.
- F. In showing changes in the work or added work, use the same legends as used on the contract drawings. The as-built drawings shall consist of a complete set of hard copies. If no changes are made on a particular as-built drawing, a notation reading "No Change" shall be made in the lower right hand corner of the drawing.
- G. As-built drawings shall contain the names, addresses and phone numbers of all the Subcontractors and shall be signed by the Contractor.
- H. Upon completion of the as-built drawings, submit one digital set of as-built drawings to the Architect for approval. Any changes required by the Architect must be made and upon receipt of approval of modified drawings, deliver the as-built hard copies to the owner.
- I. The Architect shall be the sole judge of acceptability of the as-built drawings. Final payment on the project will not be made until the as-built drawings and copies as described above are delivered to and accepted by the Architect.

**END OF SECTION 01 78 39**



## **SECTION 01 83 12 – WINDSTORM RATED CONSTRUCTION**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provision of the contract, including general and supplements/conditions and other Division 1 specifications sections, apply to this section.

#### **1.2 SUMMARY**

- A. All components and cladding must meet or exceed the wind load requirements as specified in this section.
- B. Exterior wall and roof openings shall be protected with impact resistant covers or designed to meet impact resistance requirements.

#### **1.3 DEFINITIONS**

- A. Components and cladding: Elements assembled to form the exterior wall and roof systems that are either directly loaded by the wind or receive wind loads originating at relatively close locations, and that transfer those loads to the main wind force resisting system. Examples: Curtain walls, exterior glass windows and panels, roof sheathing, studs, soffits, etc.
- B. Exterior wall and roof openings: openings that are likely to be breached during high winds. Examples: windows, doors, roof hatches, louvers, etc.

#### **1.4 DESIGN REQUIREMENTS**

- A. Wind pressures are based on the provisions of the American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures, ASCE 7-16 and the following criteria:
  - a. Ultimate design wind speed (Vult): 163 MPH (3 second gust)
  - b. Nominal design wind speed (Vasd): 127 MPH (3-second gust)
  - c. Building risk category: IV
  - d. Wind exposure category: D
  - e. Internal pressure coefficient (GCpi): +0.18/-0.18
- B. Impact resistance shall be as determined by the Texas Windstorm Code.
- C. Wind loads must also meet requirements of the International Building Code (IBC), 2018 edition, with Texas Revisions.
- D. Various sections of the specifications for certain building components will state minimum PSF pressures which have been calculated by the engineer of record for this project.

## **1.5 SUBMITTALS**

- A. All components and cladding listed in the Texas Windstorm Approved Materials catalog shall have the appropriate product evaluation number indicated on the submittal. Miami Dade County Notice of Acceptance reports will also be accepted if the testing standards used by the NOAA also comply with the adopted windstorm codes used by the Texas Department of Insurance
- B. Components and cladding not listed will require certification that they meet or exceed the design requirements of this section by the manufacturer.
- C. Installation instructions indicating fasteners, minimum attachment requirements, and other necessary pertinent information for installation shall be submitted.
- D. Submit shop drawings (or other submittals) as soon after execution of contract. All submittals with components which must meet Texas Windstorm Code requirements will be forwarded to project structural engineer for approval prior to receiving final approval from the architect. This process, on certain components, may take more time than is typically associated with submittal approval for similar items not requiring Windstorm compliance.

## **PART 2 - PRODUCTS**

**2.1 GENERAL** Windstorm certification by the tdi is required on this project. Product data for the required items shall meet the requirements of inland I zone. All products, materials, and installation systems for building envelope systems shall be reviewed by the engineer prior to purchase.

- A. It is preferred that all products, materials, and installation systems be evaluated and approved by the TDI Windstorm Inspection Program and be listed in the TDI Product Evaluation Index here: <http://www.tdi.state.tx.us/wind/prod/>. All reports shall be submitted to the Engineer. Other products, materials, and installation systems not listed shall meet one of the following:
  - 1. Tested to meet the Performance Requirements and any other requirements of the TDI Windstorm Inspection Program here: [http://www.tdi.state.tx.us/wind/submittal\\_requi.html](http://www.tdi.state.tx.us/wind/submittal_requi.html). All reports shall be submitted to the Engineer.
  - 2. Engineered to meet the Performance Requirements, and sealed calculations and drawings shall be submitted to the Engineer.

**2.2 CORROSION RESISTANCE** The following are requirements for all fasteners of building envelope systems for inland I zone. All fasteners shall be reviewed by the engineer prior to purchase.

- A. Fasteners in open areas shall be stainless steel (ASTM A167), hot-dipped galvanized after fabrication (ASTM A123 or ASTM A153), hot-dipped galvanized or galvanized prior to fabrication (ASTM A 653), hot-dipped galvanized or electrogalvanized (ASTM A641), mechanically deposited zinc coatings (ASTM B 659), or have electrodeposited zinc coatings (ASTM A641).
  - 1. Open areas include porches, decks, carports, exterior wall coverings, roof coverings, metal ties for stone veneer, underside of elevated structures, anchors securing mechanical equipment, roof vent attachments, and impact protective systems (shutters).
  - 2. Exception: Corrosion resistance is not required for 1/2" diameter or greater steel bolts.

- B. Fasteners in vented or enclosed areas may either meet the provisions for open areas or be epoxy-coated (ASTM A899).
  - 1. Vented or enclosed areas include attics, exterior wall stud cavities, crawl spaces, window and door attachments, roof sheathing, and wall sheathing.
  - 2. Exception: Corrosion resistance is not required for 1/2" diameter or greater steel bolts.
- C. Fasteners in conditioned areas are not required to be corrosion resistant.
  - 1. Conditioned areas include heated and cooled areas.

### **PART 3 - EXECUTION**

- A. The contractor shall provide, and have available at the job site, all necessary installation instructions during construction.
- B. Prior to installing and prior to covering or concealing the fasteners or connectors, the contractor shall notify the architect and engineer. **DO NOT COVER UP FASTENERS WITHOUT HAVING THEM REVIEWED BY THE ENGINEER.**
- C. Contractor shall furnish, upon completion, written confirmation of the installation and materials used of all components and cladding is in conformance with requirements of this section to the structural engineer.

**END OF SECTION 01 83 12**



## **SECTION 02 32 00 – GEOTECHNICAL INVESTIGATION**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 - GENERAL**

#### **1.1 GENERAL**

- A. A copy of the original geotechnical report is appended to the end of this section as Exhibit-A and is titled as follows:

Geotechnical Engineering Report  
Blessing Community Center  
Blessing, Texas  
Terracon Project No. AS235033

#### **1.2 REPORT CONTENTS**

- A. The information and recommendations contained in the soils report were obtained by the Owner primarily for the use of the Architect and the Structural Engineer in the design and preparation of the Contract Documents for this Project.
- B. The report is not a warranty of subsurface conditions at the Project sites. Should subsurface conditions be found to vary substantially from this report, changes in design and construction foundations will be made, with resulting credits or expenditures to Contract Price/Sum.
- C. Bidders are encouraged to visit the Project site and acquaint themselves with all existing conditions prior to bidding. Bidders may, at their own expense, perform additional subsurface investigations; however, all such investigations must be performed under arrangements approved in advance by the Owner.

#### **1.3 TESTING AND INSPECTIONS**

- A. Refer to Section 01 41 00 Testing Laboratory Services.

**END OF SECTION 02 32 00**

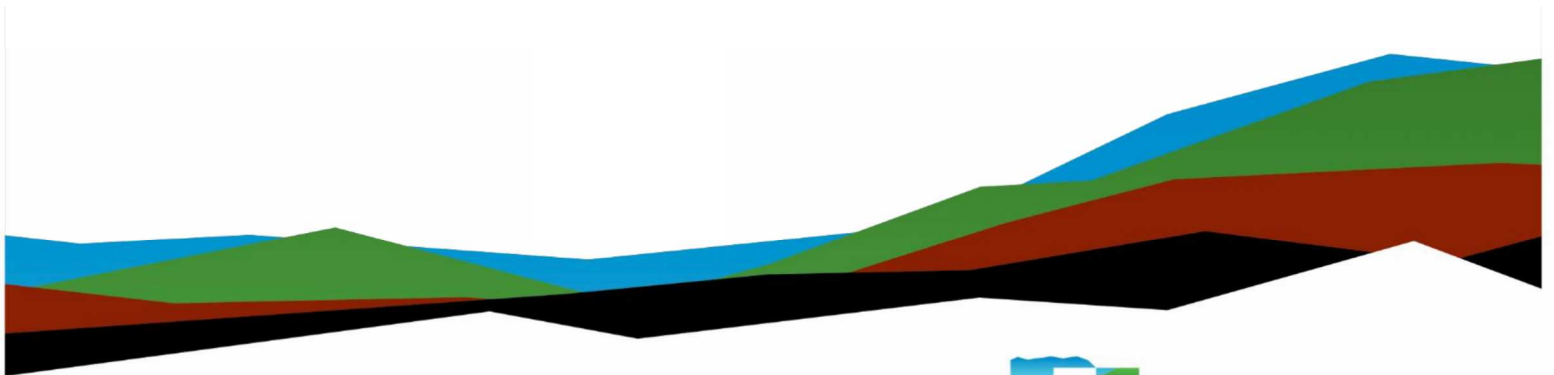
# Blessing Community Center

## Geotechnical Engineering Report

August 16, 2023 | Terracon Project No. AS235033

### Prepared for:

Urban Engineering  
2004 N. Commerce Street  
Victoria, Texas 77901



Nationwide  
[Terracon.com](https://www.terracon.com)

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August 16, 2023

Urban Engineering  
2004 N. Commerce Street  
Victoria, Texas 77901

Attn: Mr. Matt A. Glaze, P.E.  
E: [mglaze@urbanvictoria.com](mailto:mglaze@urbanvictoria.com)

Re: Geotechnical Engineering Report  
Blessing Community Center  
734 FM 616  
Blessing, Texas  
Terracon Project No. AS235033

Dear Mr. Glaze:

Terracon Consultants, Inc. (Terracon) is pleased to submit our geotechnical engineering report for the project referenced above in Blessing, Texas. We trust that this report is responsive to your project needs. Please contact us if you have any questions or if we can be of further assistance.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

**Terracon**

(Texas Firm Registration No.: F-3272)

A handwritten signature in black ink that reads 'Ramses Macias'.

Ramses Macias, E.I.T.  
Geotechnical Senior Staff Engineer



A handwritten signature in black ink that reads 'Kierstyn M. Burrell'.

Kierstyn M. Burrell, P.E.  
Geotechnical Services Manager (Houston)

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**Exploration and Testing Procedures**  
**Site Location and Exploration Plans**  
**Exploration and Laboratory Results**  
**Supporting Information**

## Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed Community Center to be located at 734 FM 616 in Blessing, Texas. This project was authorized by Matt Glaze with Urban Engineering through signature of our Agreement for Services on July 18, 2023. This project was performed in general accordance with Terracon Document No. PAS235033 dated June 6, 2023.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Demolition considerations
- Subgrade preparation/earthwork recommendations;
- Recommended foundation options and engineering design parameters; and
- Pavement design guidelines

The geotechnical engineering Scope of Services for this project included the advancement of three test borings to depths ranging from about 6 to 20 feet below existing grade, laboratory testing, engineering analysis, and preparation of this report.

Maps showing the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the [Exploration Results](#) section.

## Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
<b>Information Provided</b>	A request for cost estimate email including a drawing of the site location were received on June 5, 2023.

Item	Description
<b>Project Description<sup>1</sup></b>	We understand that the proposed developments include the demolition of the existing community center building, construction of a new one-story community center building with a footprint of approximately 50 feet by 100 feet, and associated driveways.
<b>Finished Floor Elevation</b>	Within up to two feet above existing grade.
<b>Foundation Types</b>	Either conventionally-reinforced, monolithically-poured slab-on-grade or drilled-and-underreamed footings.
<b>Maximum Loads</b>	<ul style="list-style-type: none"> <li>■ Columns: 50 to 100 kips</li> <li>■ Slabs: 125 pounds per square foot (psf)</li> </ul>

1. Information provided by Urban Engineering.

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits, as modifications to our recommendations may be necessary.

## Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration.

Item	Description
<b>Parcel Information</b>	The project site is located within the existing Blessing Community Center located at 734 FM 616 in Blessing, Texas. See <a href="#">Site Location</a> .
<b>Existing Improvements</b>	At the time of our field exploration, one-story buildings were located within the general vicinity of the site. The rest of the site was vacant. We understand the existing buildings and pavements are planned to be demolished and removed as part of the proposed development.
<b>Current Ground Cover</b>	Crushed stone aggregate in the parking areas and grass and weeds outside the existing developments.
<b>Existing Topography</b>	Relatively level

# Geotechnical Characterization

## Geology

Based on the geologic maps published by the Bureau of Economic Geology, the site for the proposed construction is located on the Beaumont formation, a deltaic nonmarine Pleistocene deposit. The Beaumont formation is heterogeneous containing thick interbedded layers of clay, fine sand, and silt.

The clay fraction is primarily composed of montmorillonite, illite, kaolinite, and finely ground quartz. The clay present in the formation has been preconsolidated by a process of desiccation. Numerous wetting and drying cycles have produced a network of small randomly oriented, closely-spaced joints within some depth zones. These small joints frequently have a shiny appearance; the clays are called slickensided in these cases. The joint pattern may have an influence on the construction and engineering behavior of the soil.

The coastal plain in this region has a complex tectonic geology, several major features of which are: Gulf Coastal geosyncline, salt domes, and major sea level fluctuations during the glacial stages, subsidence and geologic faulting activities. Most of these geologic faulting activities have ceased for millions of years, but some are still active.

## Subsurface Profile

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the [Exploration Results](#) and the GeoModel can be found in the [Figures](#) attachment of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	<b>Lean Clay and Sandy Lean Clay</b>	Dark gray, gray, light gray and tan, stiff to hard, with calcareous and ferrous nodules, and sand seams
2	<b>Silty Sand</b>	Tan, loose to dense, with clay pockets

## Groundwater Conditions

Borings B-1 through B-3 were advanced using dry drilling techniques to their termination depths (approximately 6 to 20 feet) in an effort to evaluate groundwater conditions at the time of the field program. Groundwater was not observed at borings B-1 through B-3 during or upon completion of drilling.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be present within the depths explored for this project. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project and should be evaluated prior to construction.

## Geotechnical Overview

Based on the information obtained from our subsurface exploration, the site can be developed for the proposed project. A summary of our findings and recommendations is provided below.

- Expansive soils were observed at this site. This report provides recommendations to help reduce the effects of soil shrinkage and expansion. However, even if these procedures are followed, some movement and distress in the grade supported foundations should be anticipated. The severity of distress will increase if any modification of the site results in excessive wetting or drying of the expansive soils. Eliminating the risk of movement associated with expansive soils may not be feasible. However, this risk can be significantly reduced if the foundations are designed as a structural beam or slab over a void space with the structural loads supported by a deep foundation system terminated below the active zone.
- We understand that the proposed buildings may be supported on either a conventionally-reinforced, monolithically-poured slabs-on-grade or drilled-and-underreamed footings.
- A minimum 36-inch thick select fill pad should be placed under the proposed floor slab to provide uniform support to the slab and reduce the estimated PVR to approximately one inch or less.
- Demolition of existing structures, utilities, pavements, etc. will be performed to facilitate the construction of the proposed development. Special care should be exercised to demolish and remove the existing structure, foundation elements, pavements, utilities, and any buried structure to minimize the disturbance of the

subgrade and potential detrimental effects on construction of the proposed development at this site.

- Both flexible pavement systems (consisting of asphaltic concrete and base material) and rigid pavement systems may be considered for this project. The **Pavements** section addresses the design of pavement systems.

The **General Comments** section provides an understanding of the report limitations. The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the **Exploration Results**), engineering analyses, and our current understanding of the proposed project. The **General Comments** section provides an understanding of the report limitations.

## Earthwork

Earthwork is anticipated to include demolition, stripping, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations, floor slabs, and pavements.

### Site Preparation

Construction areas should be stripped of vegetation, topsoil, trees, existing pavements (including crushed stone material) and other debris/unsuitable surface material. Proper site drainage should be maintained during construction so that ponding of surface runoff does not occur and cause construction delays and/or inhibit site access.

Demolition of existing structures and their below-grade portions, pavements/flatwork, utilities, etc. should be addressed as recommended in **Demolition Considerations**. Once final subgrade elevations have been achieved, the exposed subgrade should be proofrolled with a 20-ton pneumatic roller or equivalent equipment, such as a fully loaded dump truck, to detect weak zones in the subgrade. Weak areas detected during proofrolling, as well as zones containing organic matter and/or debris, should be removed and replaced with soils exhibiting similar classification, moisture content, and density as the adjacent in-situ soils.

Subsequent to proofrolling, and just prior to placement of fill, the exposed subgrade within the construction area should be evaluated for moisture and density. If the moisture and/or density do not meet the criteria described in **Fill Compaction Requirements** for on-site soils, the subgrade should be scarified to a minimum depth of 6 inches, moisture adjusted, and compacted to at least 95 percent of the Standard Effort (ASTM D 698) maximum dry density.

## Fill Material Types

Select fill and on-site soils to be used at this site for grade adjustments should meet the following criteria:

Fill Type	USCS Classification	Acceptable Location for Placement
Select fill soils	CL and/or SC ( $10 \leq PI \leq 20$ )	Must be used to construct the select fill building pad under the floor slab and for all grade adjustments within the building area.
On-site soils	Varies	The on-site soils appear suitable for use as fill within the pavement areas, provided they are free of organics and debris.

If blended or mixed soils are intended for use as select fill, Terracon should be contacted to provide additional recommendations. Blended or mixed soils do not occur naturally. These soils are a blend of sand and clay and will require mechanical mixing at the site with a pulvimixer. If these soils are not mixed thoroughly to break down the clay clods and blend-in the sand to produce a uniform soil matrix, the fill material may be detrimental to the performance of the foundations. If blended soils are used, we recommend that additional samples of the blended soils as well as the clay clods, be obtained prior to and during earthwork operations to evaluate if the blended soils can be used in lieu of select fill. The actual type and amount of mechanical mixing at the site will depend on the amount of clay and sand, and properties of the clay.

## Fill Compaction Requirements

Select fill and on-site soils should meet the following compaction requirements.

Item	Description
<b>Fill lift thickness</b>	The fill soils should be placed on prepared surfaces in lifts not to exceed 8 inches loose measure.
<b>Compaction Requirements</b>	<ul style="list-style-type: none"> <li>■ Select fill and on-site soils should be compacted to at least 95 percent of the Standard Effort (ASTM D 698) maximum dry density.</li> <li>■ The select fill soils should be moisture adjusted to within 2 percent of the optimum moisture content.</li> <li>■ The on-site clay soils should be moisture conditioned to between optimum and +4 percent of the optimum moisture content</li> </ul>



Prior to any filling operations, samples of the proposed borrow and on-site materials should be obtained for laboratory moisture-density testing. The tests will provide a basis for evaluation of fill compaction by in-place density testing. A qualified soil technician should perform sufficient in-place density tests during the filling operations to evaluate that proper levels of compaction, including dry unit weight and moisture content, are being attained.

## Utility Trench Backfill

Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath the structures should be effectively sealed to restrict water intrusion and flow through the trenches, which could migrate below the building. The trench should provide an effective trench plug that extends at least 5 feet out from the face of the building exterior. The plug material should consist of cementitious flowable fill or low permeability clay. The trench plug material should be placed to surround the utility line. If used, the clay trench plug material should be placed and compacted to comply with the water content and compaction recommendations for structural fill stated previously in this report.

## Grading and Drainage

All grades must provide effective drainage away from the proposed building during and after construction. Water permitted to pond next to the building can result in distress in the building. These greater movements can result in unacceptable differential slab movements, cracked slabs and walls, and roof leaks. Slab and foundation performances described in this report are based on effective drainage for the life of the building and cannot be relied upon if effective drainage is not maintained.

Exposed ground should be sloped away from the structures for at least 10 feet beyond the perimeter of the building. After construction and landscaping, we recommend verifying final grades to document that effective drainage has been achieved. Grades around the building should also be periodically inspected and adjusted as necessary, as part of the buildings' maintenance program.

Planters located within 10 feet of the proposed structures should be self-contained to prevent water accessing the structures subgrade soils. Locate sprinkler mains and spray heads a minimum of 5 feet away from the structure lines. Low-volume, drip-style landscaped irrigation should not be used near the building. Collect roof runoff in drains or gutters. Discharge roof drains and downspouts onto pavements and/or flatworks which slope away from the proposed building or extend down spouts a minimum of 10 feet away from the building.

Flatworks will be subject to post construction movement. Maximum grades practical should be used for flatwork to prevent water from ponding. Allowances in final grades should also consider post-construction movement of flatwork, particularly if such movement would be critical. Where flatwork abuts the structures, effectively seal and maintain joints to prevent surface water infiltration.

## Wet Weather/Soft Subgrade Considerations

Construction operations may encounter difficulties due to wet or soft surface soils becoming a general hindrance to equipment, especially following periods of wet weather. If the subgrade cannot be adequately compacted to the minimum densities as described previously, one of the following measures will be required: 1) removal and replacement with select fill, 2) chemical treatment of the soil to dry and improve the condition of the subgrade, or 3) drying by natural means if the schedule allows. Based on our experience with similar soils in this area, chemical treatment is generally an efficient and effective method to improve the condition of wet and weak subgrade. Terracon should be contacted for additional recommendations if chemical treatment is needed due to soft and wet subgrade.

## Demolition Considerations

We understand that the site is currently occupied by an existing building and associated crushed stone aggregate parking areas. Special care should be exercised to demolish and/or remove any existing foundations, pavements, utilities, and buried structures to help reduce the disturbance of the subgrade and potential detrimental effects on construction of the proposed development at this site.

We anticipate that the existing building is supported on shallow footings or grade beams and/or drilled-and-underreamed footings. Shallow footings and grade beams should be removed and the excavation backfilled with properly placed and compacted select fill. If drilled footings are observed, we recommend that the shaft should be broken off at an elevation about 24 to 36 inches below the bottom of the proposed grade beam depth. The remainder of the drilled footing should be left in place. Remnants of the foundation elements to remain should be surveyed. The existing foundations should be superimposed on the proposed development plans to evaluate the potential for obstructions with the new construction. If drilled footings are planned to be excavated and completely removed, Terracon should be contacted for additional recommendations. Complete removal of drilled footings will require significant earthwork activities to backfill the resulting excavations in such a manner as to make the site suitable for new construction.

All utilities and associated bedding material that are planned to be abandoned should be completely removed from within the proposed building areas. As an alternate to complete removal, the existing utilities may be abandoned in-place if they do not interfere with the

planned development. If the utilities are abandoned in-place, they should be properly pressure grouted to completely fill the utility.

The excavations resulting from the utilities or other buried structures should be backfilled in accordance with the recommendations provided in the **Fill Compaction Requirements** section. If situations are encountered where compaction of fill would not be efficient because of the size or location of an excavation, the use of cement stabilized sand or flowable fill may be considered as a suitable alternative to select fill. The compressive strength of the cement stabilized sand or flowable fill utilized should be between 50 and 100 pounds per square inch (psi).

## Foundation Systems

If the site has been prepared in accordance with the requirements noted in **Earthwork**, the following design parameters are applicable for shallow foundations.

### Design Recommendations – Slab-on-Grade Foundation System

Planned finished grades at the site were not available at the time of this report. We anticipate that the finished elevation for the proposed slab-on-grade foundation is planned to be within approximately 2 feet above existing grade. If these finished grades are revised, or cuts and/or significant fills are planned, Terracon should be notified to review and/or modify our recommendations given in this subsection.

The near-surface subgrade soils at this site generally exhibited a medium expansion potential. These soils can subject the lightly-loaded at-grade slabs to significant movements (due to shrinking and swelling) with fluctuations in their moisture content. This movement potential is influenced primarily by the properties of the subgrade soils, as well as the moisture content of the subgrade at the time of construction, overburden pressures, and the stability of the moisture contents throughout the life of the structure. Based on the information developed from our field and laboratory programs and on method TEX-124-E in the Texas Department of Transportation (TxDOT) Manual of Testing Procedures, we estimate that the subgrade soils at this site exhibit a Potential Vertical Rise (PVR) of up to approximately 1¾ inches. Therefore, we highly recommend that the near-surface soils be prepared as stated below to reduce the potential for slab movement associated with volumetric changes of the near-surface clay soils due to moisture variations to a more acceptable level. The actual movements could be greater if poor drainage, ponded water, and/or other sources of moisture are allowed to infiltrate beneath the structure after construction.

The most common method of subgrade preparation to reduce potential expansion of the subgrade would be to provide a pad of properly placed and compacted select fill beneath the at-grade slab. The corresponding decrease in the potential soil movements is primarily

a function of the fill pad thickness and the moisture levels of the underlying clay subgrade. While the indicated preparations do not eliminate the potential for soil movement, the magnitude of such movements should be reduced to more acceptable levels. To provide uniform support to the floor slab and reduce the estimated PVR to approximately one inch or less, we recommend that a minimum 36-inch-thick pad of select fill material be constructed immediately beneath the floor slab. The building pad should extend a minimum of 5 feet beyond the edge of the building. The final exterior grade adjacent to the building should be sloped to promote effective drainage away from the building.

Select fill should be utilized for all grade adjustments within the proposed building area. The subgrade and select fill soils should be prepared as outlined in the **Earthwork** section of this report, which contains material and placement requirements for select fill, as well as other subgrade preparation recommendations.

The subgrade soils for flatwork outside of the building which will be sensitive to movement should be prepared as discussed previously. This preparation will be important on surrounding sidewalks immediately adjacent to the structure. If these adjacent flatwork areas are not prepared as stated above for the building area, the estimated PVR for these areas could approach those indicated previously for in-situ conditions. If the soils swell in these areas, this movement could result in significant distress to the adjacent sidewalks and possibly result in reversed drainage (flow of runoff toward the building) around the perimeter of the building.

Based upon the above recommendations, the grade beams of the slab-on-grade foundation may bear within properly compacted select fill, provided that the building pad and subgrade soils are prepared as outlined in the **Earthwork** section of this report.

The slab-on-grade foundation may be designed using the following parameters provided that the building subgrade is prepared as discussed above:

Item	Description
<b>Select Fill pad</b>	Minimum thickness of 36 inches
<b>Estimated PVR</b>	Approximately one inch or less
<b>Climatic rating</b>	25
<b>Design plasticity index<sup>1</sup></b>	27
<b>Soil support index<sup>1</sup></b>	0.91
<b>Minimum perimeter grade beam embedment depth</b>	18 inches below final exterior grade
<b>Allowable bearing capacity</b>	Dead Load Plus Sustained Live Load: 1,200 psf Total Net Load: 1,800 psf

1. Based on 36-inch-thick pad.

The parameters indicated for the above design conditions are based on criteria published by the Building Research Advisory Board (B.R.A.B.) and Wire Reinforcing Institute (W.R.I.). The B.R.A.B. and W.R.I. methods are essentially empirical design techniques and the parameters provided are based on our interpretation of the project soil borings and criteria published in the B.R.A.B. and W.R.I. design manuals.

The slab-on-grade foundation system should be designed using B.R.A.B., W.R.I., or other appropriate method to tolerate the anticipated soil movement and provide satisfactory support to the proposed building. The foundation should have adequate interior and exterior grade beams, if necessary, to provide sufficient rigidity to the foundation system such that the slab deflections that result are considered tolerable to the supported building. Grade beams may be thickened and widened at column locations to serve as spread footings at areas of concentrated loadings. The minimum grade beam depth recommendation provided above is to reduce surface water migration below the foundation elements and develop end bearing and is not based on structural considerations.

Post construction settlements for the described slab-on-grade foundation system should be about one inch, provided that the subgrade soils are prepared as outlined herein and that the select fill is properly placed and compacted in accordance with the recommendations contained in this report. Settlement response of the foundation system is expected to be influenced more by the quality of construction and fill placement than by soil-structure interaction.

### Design Recommendations – Drilled-and-Underreamed Footings

Item	Description
<b>Minimum embedment depth<sup>1</sup></b>	10 feet below existing grade (grade at the time of our field program)
<b>Allowable bearing pressures<sup>2</sup></b>	Net dead plus sustained live load – 3,600 psf Net total load – 5,400 psf
<b>Maximum underream-to-shaft diameter ratio</b>	3:1
<b>Minimum underream-to-shaft diameter ratio<sup>3</sup></b>	2:1
<b>Estimated uplift pressure due to post-construction heave of the clay soils<sup>4</sup></b>	1,000 psf
<b>Minimum percentage of steel<sup>5</sup></b>	0.5 percent
<b>Approximate post-construction settlement<sup>6</sup></b>	one inch or less
<b>Estimated differential settlement<sup>7</sup></b>	Approximately ½ of post-construction settlement
<b>Allowable passive pressure<sup>8</sup></b>	1,400 psf

Item	Description
Uplift resistance <sup>9</sup>	Foundation Weight (150 pcf) & Soil Weight (120 pcf)

1. The footings should bear within the native undisturbed clay soils.
2. Whichever condition yields a larger bearing area.
3. This minimum underream-to-shaft diameter ratio should result in a large enough diameter of the underream to overcome uplift forces on the footing without casing local soil failure to the overlying soils.
4. The magnitude of uplift is difficult to predict and will vary with in-situ moisture contents. This uplift pressure can be approximated over the entire perimeter of the shaft above the top of the underream up to the bottom of the select fill pad.
5. The footings should contain sufficient vertical reinforcing steel throughout the entire shaft length to resist uplift (tensile) forces due to post-construction heave of the clay soils. The amount of reinforcing steel required can be computed by assuming that the dead load of the structure surcharges the footing, that the above estimated tensile force acts vertically on the shaft, and that the underream acts as a rigid anchor.
6. This estimated post-construction settlement of the drilled-and-underreamed footings is without considering the effect of stress distribution from adjacent foundations and assuming proper construction practices are being followed. A clear distance between the footings of one underream diameter of the larger footing should be provided between the underreams to develop the recommended bearing pressures and to control settlements. If a clearance of one diameter cannot be maintained in every case, the above bearing capacities should be reduced by 20 percent for a clearance between one half and one underream diameters. Underreams closer than a clearance of one half of an underream diameter are not recommended.
7. The differential settlement will result from variances in subsurface conditions, loading conditions and construction procedures, such a cleanliness of the bearing area or flowing water in the shaft.
8. For footings placed against an undisturbed vertical face of the in-situ soils. Lateral resistance of the drilled-and-underreamed footings is primarily developed by passive resistance of the soils against the side of the footing. Due to surface effects and expansive soils, the lateral resistance of the upper 4 feet of the soils at the surface for exterior footings should be neglected unless area paving is provided up to the edge of the building.
9. Structural uplift loads on the drilled-and-underreamed footings will be resisted by the dead weight of the footings and supported structure plus the weight of a soil wedge above the footing. The soil wedge can be assumed to extend upward from the bottom of the underream at a slope of 4 vertical to 1 horizontal.

## Construction Considerations – Drilled-and-Underreamed Footings

Drilled excavations to a depth of 10 feet below existing grade will be necessary for installation of drilled-and-underreamed footings for the proposed building planned at this site. The excavations should be performed with equipment capable of providing a relatively clean bearing area. The presence of secondary structures such as silt and sand pockets, ferrous and calcareous nodules, etc., can cause sloughing during footing excavation. Thus, the drilling contractor should have casing available in the event that sloughing causes improperly formed shafts.

Based on our groundwater observations, groundwater is not expected to be a major concern during construction at the recommended bearing depth. However, depending on climatic conditions, groundwater levels may vary from the levels observed during our field program. Water must not be allowed to accumulate in the bottom of the footing excavations. The contractor should be prepared to remove water from the drilled footings,

if necessary. To reduce the potential for water seepage into the footing excavation and to minimize disturbance to the bearing area, we recommend that concrete and steel be placed as soon as possible after footing excavations are completed. Preferably, footing excavations should be backfilled with concrete within about 2 to 4 hours of completion of the drilling and in no case should an excavation be left open overnight. The concrete placed in the excavations should have a 6-inch slump with a plus or minus one inch tolerance. The bottom of each footing excavation should be free of all loose materials and/or water, and the bearing surface should be evaluated immediately prior to placing concrete.

Additionally, the subgrade soils tend to become very silty/sandy below a depth of about 13 feet below existing grade at borings B-1 and B-2. If underreams were attempted below the recommended bearing depth, they would likely become unstable. In addition, significant groundwater seepage could occur. Thus, we recommend the footing depths not be lowered below the recommended bearing depth without discussion and consideration of the consequences. The contractor should not auger the shaft deeper than the recommended bearing depth under any circumstances without contacting us.

Based on the available field and laboratory data, the underreams constructed as described in this report should remain stable for a short period of time. However, if underreams are marginally stable due to water seepage and/or the presence of sloughing soils, successful construction of underreamed footings may be possible by performing the sequence of construction without interruption, that is, each footing drilled, underreamed, and backfilled with concrete in one continuous operation. The contractor must coordinate the operation very closely to have concrete on site at the time each footing is drilled and underreamed so that no shaft or underream is drilled without concrete standing by, ready to be placed. Additional measures to reduce the potential for caving of the underream would be to limit the underream-to-shaft diameter ratio to 2.5:1 or 2:1 or to install straight shaft footings in isolated problem areas. If straight shaft footings are planned at the site, Terracon should be contacted for additional recommendations.

## Foundation Construction Monitoring

The performance of the foundation systems will be highly dependent upon the quality of construction. Thus, we recommend that subgrade preparation, fill compaction, and foundation installation be observed full time by an experienced Terracon soil technician under the direction of our geotechnical engineer. During foundation construction, the base of the footing excavations should be observed to evaluate the condition of the subgrade. We would be pleased to develop a plan for compaction and foundation installation observation to be incorporated in the overall quality control program.

## Floor Slab Associated with Drilled-and-Underreamed Footings

Planned finished grades for the proposed building were not available at the time of this report. We anticipate that the finished floor elevation of the proposed building is planned to be within about 2 feet of existing grade. If the grading is planned to be altered from what has been previously described, Terracon should be notified to review and/or modify our recommendations given in this subsection.

As mentioned in [Design Recommendations – Slab-on-Grade Foundation System](#), the subgrade soils at the site are estimated to exhibit a PVR of up to approximately 1¾ inches. A minimum 36-inch thick select fill building pad should be placed under the proposed building addition area to provide uniform support to the floor slab and reduce the estimated Potential Vertical Rise (PVR) of the subgrade to approximately one inch or less. The building pad area associated with shallow spread/strip footings should be constructed as discussed in the [Design Recommendations – Slab-on-Grade Foundation System](#) section of this report.

The subgrade and select fill beneath the floor slab should be prepared as outlined in the [Earthwork](#) section of this report, which contains material and placement requirements for select fill, as well as other subgrade preparation recommendations.

## Pavements

Once the subgrade is properly prepared, both flexible pavement systems (consisting of asphaltic concrete and base material) and rigid pavement systems may be considered for this project. Detailed traffic loads and frequencies were not available. However, we understand that traffic will primarily consist of passenger vehicles in the parking areas and passenger vehicles combined with garbage trucks and large multi-axle delivery trucks from time-to-time in driveway areas.

Tabulated in the following table are the assumed traffic frequencies and loads used to design pavement sections for this project. When actual traffic conditions have been determined Terracon should be contacted to review the information to consider a need for revision of the pavement designs and related recommendations.

Pavement Area	Traffic Design Index <sup>1</sup>	Description
<b>Automobile Parking Areas</b>	DI-1	Light traffic (Few vehicles heavier than passenger cars, no regular use by heavily loaded two axle trucks.) (EAL <sup>2</sup> < 6)





Pavement Area	Traffic Design Index <sup>1</sup>	Description
<b>Driveways (Light Duty)</b>	DI-2	Medium to light traffic (Similar to DI-1 including not over 50 loaded two axle trucks or lightly loaded larger vehicles per day. No regular use by heavily loaded trucks with three or more axles.) (EAL = 6-20)
<b>Driveways and Truck Traffic Areas (Medium Duty)</b>	DI-3	Medium traffic (Including not over 300 heavily loaded two axle trucks plus lightly loaded trucks with three or more axles and no more than 30 heavily loaded trucks with more than three axles per day.) (EAL = 21-75)

1. Based on NSSGA traffic design indices.
2. Equivalent daily 18-kip single-axle load applications.

The top 6 inches of the finished subgrade soils directly beneath the pavements should be chemically treated with lime. Chemical treatment will increase the supporting value of the subgrade and decrease the effect of moisture on subgrade soils. These 6 inches of treatment is a required part of the pavement design and is not a part of the site and subgrade preparation for wet/soft subgrade conditions.

Listed below are pavement component thicknesses, which may be used as a guide for pavement systems at the site for the traffic classifications stated herein. These systems were derived based on general characterization of the subgrade. Specific testing (such as CBR's, resilient modulus tests, etc.) was not performed for this project to evaluate the support characteristics of the subgrade.

<b>Flexible Pavement Section</b>		
<b>Component</b>	<b>Material Thickness, Inches</b>	
	<b>DI-1</b>	<b>DI-2</b>
<b>Asphaltic concrete</b>	2.0	2.5
<b>Base material</b>	8.0	10.0
<b>Treated subgrade</b>	6.0	6.0

<b>Rigid Pavement Section</b>			
<b>Component</b>	<b>Material Thickness, Inches</b>		
	<b>DI-1</b>	<b>DI-2</b>	<b>DI-3</b>
<b>Reinforced concrete</b>	5.0	6.0	7.0
<b>Treated subgrade</b>	6.0	6.0	6.0

Waste dumpster areas should be constructed of at least 7 inches of reinforced concrete pavement. The concrete pad areas should be designed so that the vehicle wheels of the collection truck are supported on the concrete while the dumpster is being lifted to support the large wheel loading imposed during waste collection.

Presented below are our recommended material requirements for the various pavement sections.

Reinforced Concrete Pavement – The materials and properties of reinforced concrete pavement should meet applicable requirements in the ACI Manual of Concrete Practice. The portland cement concrete mix should have a minimum 28-day compressive strength of 3,500 psi.

If river gravel is planned to be utilized in the portland cement concrete mix, Terracon should be contacted for additional services. The presence of river gravel in the portland cement concrete mix can result in excessive cracking and distress to the concrete pavement

Reinforcing Steel – ACI recommendations indicate that distributed steel reinforcement is not necessary when the pavement is properly jointed to form short panel lengths that will help reduce intermediate cracking. Provided the concrete pavement is designed and constructed as stated herein, the installation of reinforcing steel is optional and should be evaluated by the design team. Proper layout and installation of the joints within the pavement is critical to help control intermediate cracking.

If reinforcing steel is planned to be utilized in the concrete pavement by the design team, the following amount of reinforcing steel should be used as a guideline:

DI-1: #3 bars spaced at 18 inches or #4 bars spaced at 24 inches on centers in both directions.

DI-2: #3 bars spaced at 12 inches or #4 bars spaced at 18 inches on centers in both directions.

DI-3: #4 bars spaced at 18 inches on centers in both directions.

Control Joint Spacing – ACI recommendations indicate that control joints should be spaced at a maximum spacing of 30 times the thickness of the pavement for unreinforced parking lot pavements. Furthermore, ACI recommends a maximum control joint spacing of 12.5 feet for 5-inch pavements and a maximum control joint spacing of 15 feet for 6-inch or thicker pavements. Sawcut control joints should be cut within 4 to 12 hours of concrete placement to help control the formation of plastic shrinkage cracks as the concrete cures. The depth of the joint should be at least one-quarter of the slab depth when using a conventional saw or one inch when using early entry saws. The width of the cut should be in accordance with the joint sealant manufacturer recommendations.

Expansion Joint Spacing – ACI recommendations indicate that regularly spaced expansion joints may be deleted from concrete pavements. Therefore, the installation of expansion joints is optional and should be evaluated by the design team.

Construction Joints – When concrete is planned to be placed at different times, we recommend the use of a construction joint between paving areas. The construction joint should consist of a butt joint (not a keyway joint).

Concrete Curing Compound – A concrete curing compound, such as a Type 2 membrane curing compound conforming to TxDOT DMS-4650, “Hydraulic Cement Concrete Curing Materials and Evaporation Retardants” or equivalent, should be applied to the concrete surface immediately after placement of the concrete in accordance with TxDOT 2014 Standard Specifications Item 360.

Dowels at Expansion/Construction Joints – The dowels at expansion/construction joints should be spaced at 12-inch centers and consist of the following:

DI-1: 5/8-inch diameter, 12-inches long with 5-inch embedment.

DI-2: 3/4-inch diameter, 14-inches long with 6-inch embedment.

DI-3: 7/8-inch diameter, 14-inches long with 6-inch embedment.

Hot Mix Asphaltic Concrete Surface Course – The asphaltic concrete surface course should be plant mixed, hot laid Type D (Fine Graded Surface Course) meeting the requirements in TxDOT 2014 Standard Specifications Item 340. Specific criteria for the job specifications should include compaction to within an air void range of 3.8 to 8.5 percent calculated using the maximum theoretical specific gravity of the mix measured by TxDOT Tex-227-F. The asphalt cement content by percent of total mixture weight should be within  $\pm 0.5$  percent asphalt cement from the job mix design.

Base Material – Base material should be composed of crushed limestone or crushed concrete meeting the requirements of TxDOT 2014 Standard Specifications Item 247, Type A or D, Grade 1-2. The base material should be compacted to at least 95 percent of the Modified Effort (ASTM D1557) maximum dry density at moisture content within 2 percent of the optimum moisture content.

Lime Treated Subgrade – We anticipate that the pavement subgrade will generally consist of on-site medium to high plasticity clay soils. The pavement subgrade should be treated with lime in accordance with the TxDOT 2014 Standard Specifications Item 260. The amount of lime should be determined for subgrade soils by conducting laboratory tests just prior to construction. Based on the classification test results, we anticipate that about 5 to 7 percent lime by dry weight may be used for estimating and planning. The percentages are given as application by dry weight and are typically equivalent to about 25 to 35 pounds of lime per square yard per 6-inch depth. The pulverization, mixing and curing of the lime treated subgrade is of particular importance in these clays. The subgrade should be compacted to a minimum of 95 percent of the Standard Effort (ASTM D 698) maximum dry density at a moisture content between optimum and 4 percent wet of the optimum moisture content.

Preferably, traffic should be kept off the treated subgrade for 7 days to facilitate curing of the soil-chemical mixture. In addition, the subgrade is not suitable for heavy construction traffic prior to paving.

The pavement design methods described above are intended to provide structural sections with adequate thickness over a particular subgrade such that wheel loads are reduced to a level the subgrade can support. The support characteristics of the subgrade for pavement design do not account for shrink/swell movements of an expansive clay subgrade such as the soils observed at this site. Thus, the pavement may be adequate from a structural standpoint, yet still experience cracking and deformation due to shrink/swell related movement of the subgrade. Post-construction subgrade movements and some cracking of pavements are not uncommon for clay subgrade conditions such as those observed at this site. Reducing moisture changes in the subgrade is important to reduce shrink/swell movements. Although chemical treatment will help to reduce such movement/cracking, this movement/cracking cannot be feasibly eliminated.

Related civil design factors such as subgrade drainage, shoulder support, cross-sectional configurations, surface elevations and environmental factors which will significantly affect the service life must be included in the preparation of the construction drawings and specifications. Normal periodic maintenance will be required.

Long-term pavement performance will be dependent upon several factors, including maintaining subgrade moisture levels and providing for preventative maintenance. The following recommendations should be implemented to help promote long-term pavement performance:

- The subgrade and the pavement surface should be designed to promote proper surface drainage, preferably at a minimum grade of 2 percent;
- Install joint sealant and seal cracks immediately;
- Extend curbs into the treated subgrade for a depth of at least 4 inches to help reduce moisture migration into the subgrade soils beneath the pavement section; and
- Place compacted, low permeability clayey backfill against the exterior side of the curb and gutter.

Preventative maintenance should be planned and provided for the pavements at this site. Preventative maintenance activities are intended to slow the rate of pavement deterioration, and consist of both localized maintenance (e.g. crack and joint sealing and patching) and global maintenance (e.g. surface sealing). Prior to implementing any maintenance, additional engineering observations are recommended to determine the type and extent of preventative maintenance.

## General Comments

Our work is conducted with the understanding of the project as described in the cost estimate document and will incorporate collaboration with the design team as we complete our services to verify assumptions. Revision of our understanding to reflect actual conditions important to our work will be based on these verifications and will be reflected in the final report. The design team should collaborate with Terracon to confirm these assumptions and to prepare the final design plans and specifications. This facilitates the incorporation of our opinions related to implementation of our geotechnical recommendations. Any information conveyed prior to the final report is for informational purposes only and should not be considered or used for decision-making purposes.

Our analysis and opinions are based upon our understanding of the geotechnical conditions in the area, the data obtained from our site exploration and from our understanding of the project. Variations will occur between exploration point locations, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in the final report, to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other services should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third party beneficiaries intended. Any third party access to services or correspondence is solely for information purposes only. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation

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costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing.

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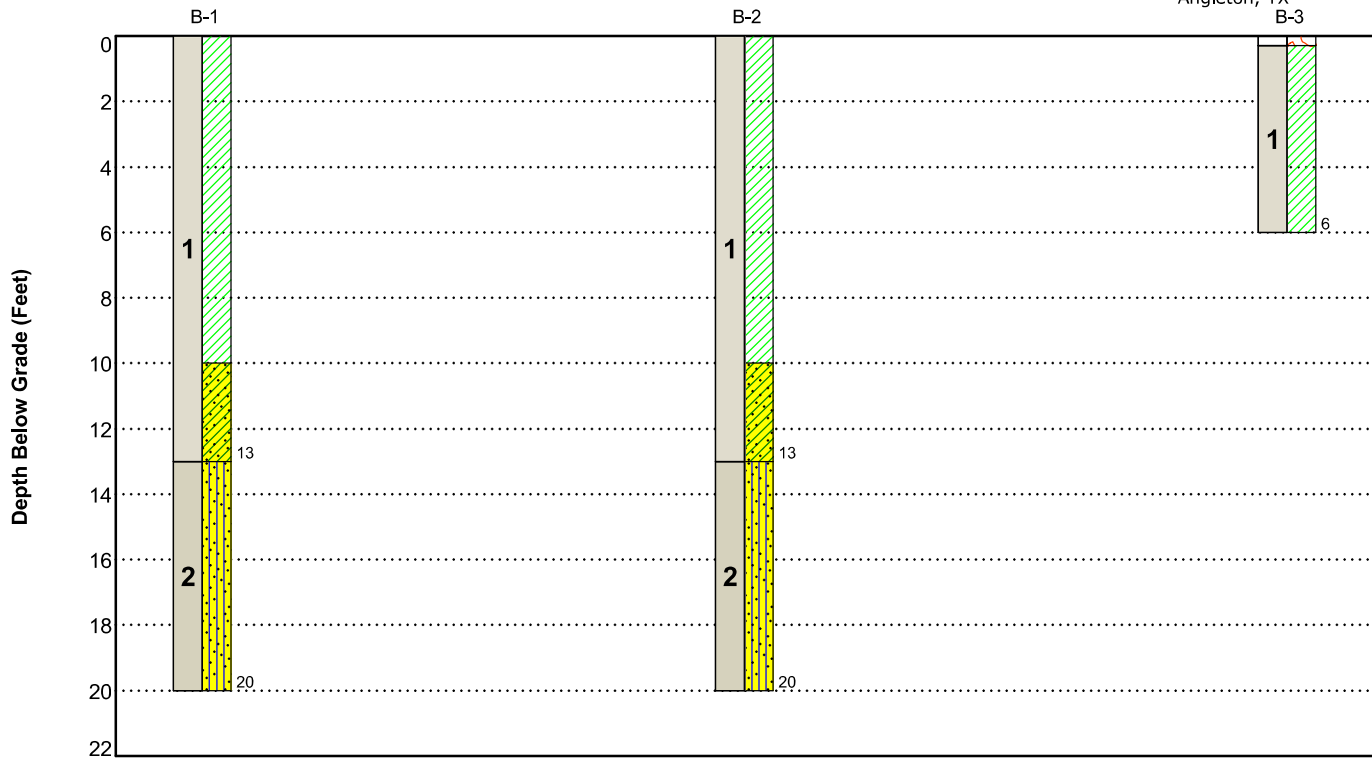


## Figures

**Contents:**

GeoModel

# GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	<b>Lean Clay and Sandy Lean Clay</b>	dark gray, gray, light gray, and tan, stiff to hard, with sand seams, calcareous and ferrous nodules
2	<b>Silty Sand</b>	tan, loose to dense, with clay pockets

## LEGEND

- Lean Clay
- Sandy Lean Clay
- Silty Sand
- Crushed Stone Material

### NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.  
 Numbers adjacent to soil column indicate depth below ground surface.



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## Attachments

# Exploration and Testing Procedures

## Field Exploration

Number of Borings	Approximate Boring Depth (feet) <sup>1</sup>	Location
2 (B-1 and B-2)	20	Building area
1 (B-3)	6	Driveway area
<b>Total: 46</b>		

1. Below existing grade at the time of our field program.

**Boring Layout and Elevations:** We used handheld Global Positioning System (GPS) equipment to locate the approximate latitude and longitude of the borings with an accuracy of +/-25 feet. The boring depths were measured from the existing ground surface at the time of our field activities.

**Subsurface Exploration Procedures:** We advanced soil borings with an All-Terrain (ATV) mounted drilling equipment using dry auger techniques. Samples were obtained at intervals of 2 feet in the upper 12 feet of each boring and at intervals of 5 feet thereafter.

Cohesive soil samples were generally recovered using open-tube samplers. Hand penetrometer tests were performed on samples of cohesive soils in the field to serve as a general measure of consistency.

Granular soils and soils for which good quality open-tube samples could not be recovered were sampled by means of the Standard Penetration Test (SPT). This test consists of measuring the number of blows (N) required for a 140-pound hammer free falling 30 inches to drive a standard split-spoon sampler 12 inches into the subsurface material after being seated six inches. This blow count or SPT "N" value is used to evaluate the stratum. An automatic SPT hammer was used in advancing the split-spoon sampler at the borings. A greater efficiency is typically achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. Published correlations between the SPT N-values and soil properties are based on the lower efficiency cathead and rope method. The higher efficiency of an automatic SPT hammer affects the SPT N-value by increasing the penetration per hammer blow over what would be obtained using the cathead and rope method.

The samples were placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observed and record groundwater levels during drilling and sampling.

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Our exploration team prepared field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent an interpretation of the field logs by a geotechnical engineer and include modifications based on laboratory observation and tests on select samples.

**Property Disturbance:** We backfilled our borings with auger cuttings after completion. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings were dispersed in the general vicinity of the borings. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary.

## Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Moisture Content
- Dry Unit Weight
- Atterberg Limits
- Percent finer than No. 200 sieve
- Unconfined Compression

The laboratory testing program included examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Samples not tested in the laboratory will be stored for a period of 30 days subsequent to submittal of this report and will be discarded after this period, unless we are notified otherwise.

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## Site Location and Exploration Plans

**Contents:**

Site Location Plan

Exploration Plan

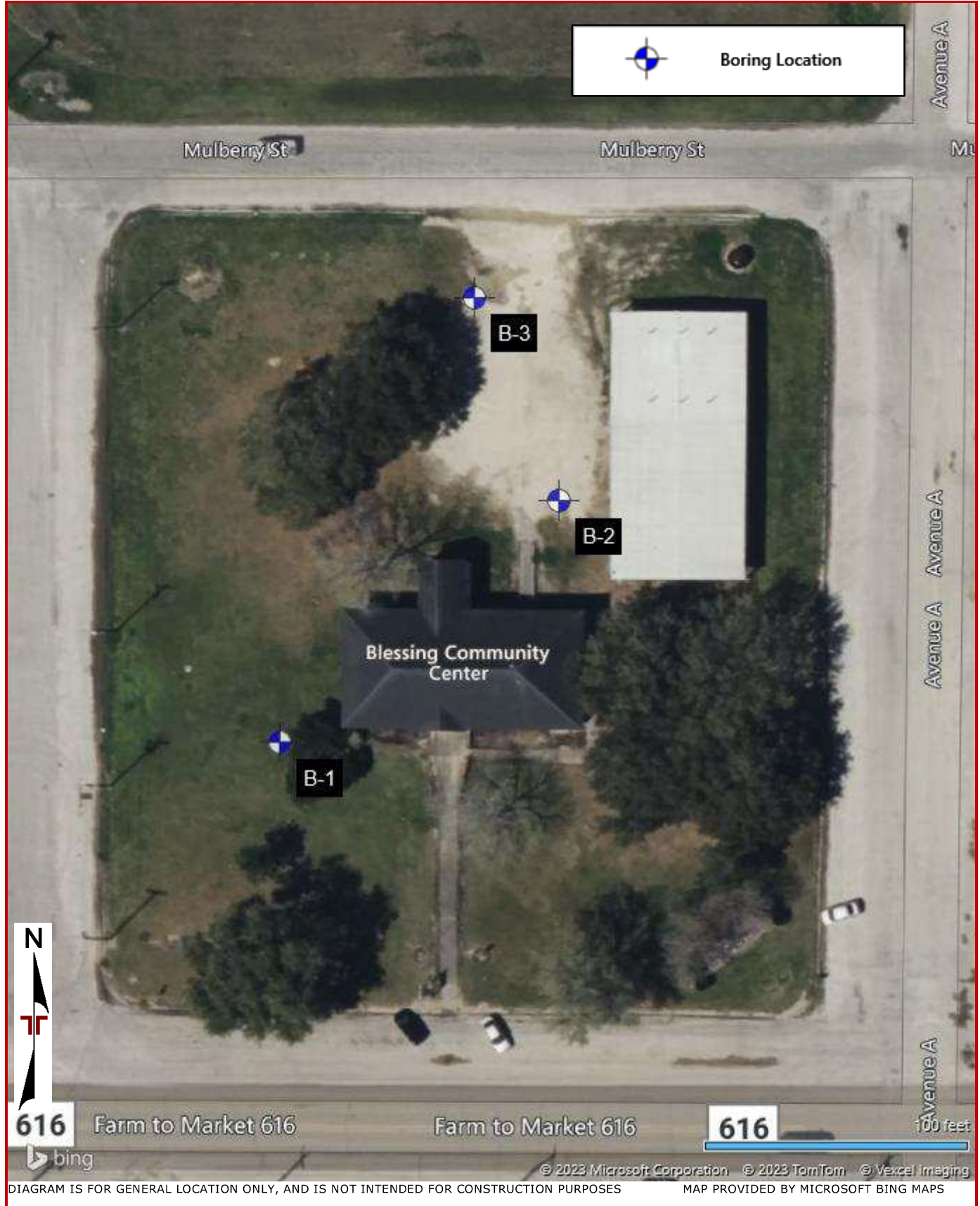
Note: All attachments are one page unless noted above.

## Site Location



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

## Exploration Plan



# Exploration and Laboratory Results

## **Contents:**

Boring Logs (B-1 through B-3)

Note: All attachments are one page unless noted above.

## Boring Log No. B-1

Model Layer	Graphic Log	Location: See <a href="#">Exploration Plan</a> Latitude: 28.8722° Longitude: -96.2211° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test			Water Content (%)	Dry Unit Weight (pcf)	Atterberg Limits LL-PL-PI	Percent Fines	
							Test Type	Compressive Strength (tsf)	Strain (%)					
1		<b>LEAN CLAY (CL)</b> , dark gray, very stiff, with sand seams - with scattered roots 0 to 2 feet - gray 2 to 4 feet - gray and tan 4 to 8 feet - light gray and tan 8 to 10 feet	5			2.5 (HP)				24.1		31-15-16		
						4.5 (HP)								
						4.5 (HP)				13.4			43-12-31	
						4.5 (HP)								
						4.5 (HP)								
		<b>SANDY LEAN CLAY (CL)</b> , light gray and tan, hard	10			4.5 (HP)	UC	4.35	4.4	14.1	114			
2		<b>SILTY SAND (SM)</b> , tan, medium dense to dense - with clay pockets 13 to 18 feet	15		X	4-5-5 N=10				9.3			36	
			20		X	12-15-15 N=30								
		<b>Boring Terminated at 20 Feet</b>	20											

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).  
 See [Supporting Information](#) for explanation of symbols and abbreviations.

**Water Level Observations**  
 No groundwater observed

**Drill Rig**  
 ATV  
**Hammer Type**  
 Automatic

**Notes**

**Advancement Method**  
 Dry augered to 20 feet

**Driller**  
 DAS  
**Logged by**  
 DP

**Abandonment Method**  
 Boring backfilled with auger cuttings upon completion.

**Boring Started**  
 07-26-2023  
**Boring Completed**  
 07-26-2023




## Boring Log No. B-2

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 28.8724° Longitude: -96.2207° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test			Water Content (%)	Dry Unit Weight (pcf)	Atterberg Limits LL-PL-PI	Percent Fines
							Test Type	Compressive Strength (tsf)	Strain (%)				
1		<b>LEAN CLAY (CL)</b> , dark gray, very stiff, with sand seams  - gray and tan 2 to 8 feet  - with ferrous nodules 4 to 6 feet  - with calcareous nodules 6 to 8 feet  - light gray and tan 8 to 10 feet	4.5			4.5 (HP)							
			5			4.5 (HP)			15.2		46-12-34		
			6			4.5 (HP)							
			7			4.5 (HP)							
			8			4.5 (HP)					13.8		42-13-29
			9			4.5 (HP)					13.4		
		10.0											
		<b>SANDY LEAN CLAY (CL)</b> , tan, stiff, with sand pockets	10			4.5 (HP)	UC	1.40	5.6	16.0	110	72	
		13.0											
2		<b>SILTY SAND (SM)</b> , tan, loose to medium dense  - with clay pockets 13 to 18 feet	15	X		10-9-9 N=18							
			16	X									
			17	X		3-4-4 N=8							
		20.0	20										
		<b>Boring Terminated at 20 Feet</b>											

See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (If any). See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.	<b>Water Level Observations</b> No groundwater observed	<b>Drill Rig</b> ATV  <b>Hammer Type</b> Automatic  <b>Driller</b> DAS  <b>Logged by</b> DP
<b>Notes</b>	<b>Advancement Method</b> Dry augered to 20 feet  <b>Abandonment Method</b> Boring backfilled with auger cuttings upon completion.	<b>Boring Started</b> 07-26-2023  <b>Boring Completed</b> 07-26-2023

## Boring Log No. B-3

Model Layer	Graphic Log	Location: See <a href="#">Exploration Plan</a> Latitude: 28.8726° Longitude: -96.2208° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test			Water Content (%)	Dry Unit Weight (pcf)	Atterberg Limits	Percent Fines
							Test Type	Compressive Strength (tsf)	Strain (%)			LL-PL-PI	
1		0.3 <b>CRUSHED STONE MATERIAL</b> , about 4 inches											
		<b>LEAN CLAY (CL)</b> , dark gray, very stiff, with sand seams				4.5 (HP)			24.1		41-11-30		
		- gray 2 to 4 feet				4.5 (HP)							
		- gray and tan below 4 feet	5			3.0 (HP)							
		6.0 <b>Boring Terminated at 6 Feet</b>											

<p>See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (If any).                  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.</p>	<p><b>Water Level Observations</b> No groundwater observed</p>	<p><b>Drill Rig</b> ATV</p>
<p><b>Notes</b></p>	<p><b>Advancement Method</b> Dry augered to 6 feet</p> <p><b>Abandonment Method</b> Boring backfilled with auger cuttings upon completion.</p>	<p><b>Driller</b> DAS</p> <p><b>Logged by</b> DP</p> <p><b>Boring Started</b> 07-26-2023</p> <p><b>Boring Completed</b> 07-26-2023</p>

## Supporting Information


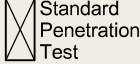




### **Contents:**

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

## General Notes

Sampling	Water Level	Field Tests
 Shelby Tube  Standard Penetration Test	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered  Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

### Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

### Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

### Strength Terms

Relative Density of Coarse-Grained Soils (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		Consistency of Fine-Grained Soils (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Relative Density	Standard Penetration or N-Value (Blows/Ft.)	Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

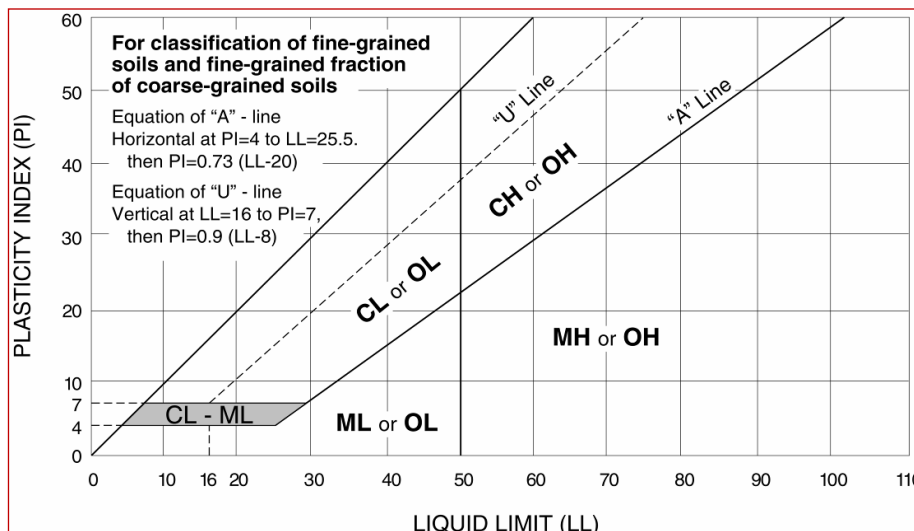
### Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

## Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
<b>Coarse-Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>
			Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>
		<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	Fines classify as CL or CH	GC
	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>			SW	Well-graded sand <sup>I</sup>
	<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>		$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>
			Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>
	<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b>	PI > 7 and plots above "A" line <sup>J</sup>	CL
PI < 4 or plots below "A" line <sup>J</sup>				ML	Silt <sup>K, L, M</sup>
<b>Organic:</b>			$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay <sup>K, L, M, N</sup>
					Organic silt <sup>K, L, M, O</sup>
<b>Silts and Clays:</b> Liquid limit 50 or more		<b>Inorganic:</b>	PI plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>
			PI plots below "A" line	MH	Elastic silt <sup>K, L, M</sup>
		<b>Organic:</b>	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic clay <sup>K, L, M, P</sup>
					Organic silt <sup>K, L, M, Q</sup>
<b>Highly organic soils:</b>	Primarily organic matter, dark in color, and organic odor			PT	Peat

- <sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve.
- <sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- <sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- <sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.
- <sup>E</sup>  $Cu = D_{60}/D_{10}$      $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
- <sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.
- <sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
- <sup>H</sup> If fines are organic, add "with organic fines" to group name.
- <sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.
- <sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- <sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- <sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.
- <sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.
- <sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.
- <sup>O</sup> PI < 4 or plots below "A" line.
- <sup>P</sup> PI plots on or above "A" line.
- <sup>Q</sup> PI plots below "A" line.





## **SECTION 02 41 00 –DEMOLITION**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SECTION INCLUDES**

- A. Demolition of existing building and interior elements as shown on drawings or required. Include removal of existing site and interior utilities as indicated or encountered; removal of walls, millwork, mechanical, electrical and plumbing items as indicated or required to complete project.
- B. The extent of this work is to be determined by site inspection in addition to information given on the drawings and in various sections of the specifications. The drawings contain general information relative to the construction of these buildings based on existing drawings and visual inspection alone. As noted on the plans and now restated here, neither the Owner nor the Architect guarantees or warrants in any way this information. It is the sole responsibility of any and all Contractors or Subcontractors to verify these quantities and building descriptions for themselves prior to submitting their proposal.
- C. The Owner will identify or remove any items they wish to retain from the building prior to the start of demolition.
- D. All elements of the building or site elements present or not identified by the Owner at the time of demolition and indicated in the plans to be demolished can be considered by any Contractor submitting a proposal on this project to accrue to that Contractor upon the award and execution of a contract on this project. It is assumed by the Owner that any value of such material will be considered by the Contractor in an effort to reduce the ultimate overall cost to the Owner for demolition and disposal of these building elements.

### **REQUIREMENTS**

- A. Site Investigation:
  - 1. By starting this project, the Contractor acknowledges that he has investigated and satisfied himself as to:
    - a. The conditions affecting the work, including but not limited to physical conditions of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities that might otherwise affect performance of required activities.
    - b. The character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or Designated Consultant, as well as information presented in drawings and specifications included with this contract.
    - c. Federal, State, and local laws and regulations that may affect cost, progress and performance of the work.

### **SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of the Contract and Division 1.
  - 1. Itemized Demolition Schedule indicating sequence of demolition work for review prior to start of work. Include coordination for shutoff, capping and continuation of existing utility services as required.

2. Detail all demolition methods to be used including but not limited to dust and noise control protection.
3. Photographs of existing conditions of structure, earthwork and utilities

## **PERMITS**

- A. Procure and pay for all necessary permits or certificates required to complete the work specified. Make any and all required notifications and comply with all applicable Federal, State and local ordinances.

## **QUALITY ASSURANCE**

- A. Provide at least one (1) person who shall be present and in charge of the Demolition Work at all times and who shall be thoroughly familiar with all phases of all work performed under this Section.
- B. Comply with all pertinent codes and regulations applying to this work.

## **JOB CONDITIONS**

- A. Use all means necessary to prevent the spread of dust during performance of this work. Provide additional clean filters for the existing air handling system serving those areas to remain to protect them from construction dust.
- B. Use all means necessary to protect the existing building to remain from all types of damage, including fire, water damage, and unnecessary interruption of utility services. In the event of damage of any kind, immediately make all repairs and replacements necessary to the approval of the Owner at no additional cost to the Owner.
- C. Visit the site and examine the existing structure. Note all conditions as to the character and extent of work involved.

## **GENERAL**

- A. Provide all barricades, shoring, and bracing necessary to protect the tenants, workmen, and Public from danger. Barricades shall be sufficiently designed to protect and or exclude the public from all hazards.
- B. Conduct Demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent facilities. Do not close, block or otherwise obstruct streets or walks without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways as required by the City of Victoria.
- C. Maintain existing utilities indicated to remain in service and protect them against damage during demolition. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruptions of existing utilities as required.
- D. All other materials, not specifically described but required for proper completion of Work of this Section, shall be as selected by the Contractor subject to the approval of the Owner.



- E. Perform demolition work in order to maintain Owner's construction schedule.

### **REMOVAL OF PARTITIONS, COLUMNS AND STRUCTURE**

- A. Wherever necessary for protection of workmen, walls, partitions, roofs or floors of structure being demolished or to remain shall be shored or braced.
- B. Structural or load-supporting members shall not be cut or removed adjacent to existing structures to remain until all loads carried by members have been removed or adequately supported.
- C. No interior walls shall be removed until it has been determined that the walls to be removed do not support the roof or floor structure to remain. To determine this, all adjacent materials such as finish ceilings shall be removed to provide adequate views of existing structure. Provide temporary shoring as needed. The Contractor shall take all precautions necessary to ensure the safety of the demolition workers.
- D. Where access holes in existing ceilings or removal of existing ceilings are required, minimize the access in order to minimize the repair work and repair or replace removed or damaged work to match adjacent undamaged work.
- E. Cut new openings in walls where required, of correct size to permit installation of wall furrings, frames and anchors for new elevator doors.

### **ASBESTOS ABATEMENT**

- A. It is the responsibility of the Demolition Contractor to have all Asbestos containing materials abated prior to any demolition work.
- B. A copy of the Asbestos Report for the existing building is appended to the end of this section. Terracon Project No. 092237534
- C. A copy of the Asbestos Abatement Design for asbestos abatement is appended to the end of this section Terracon project No. 092237534A

### **EXECUTION**

#### **DEMOLITION**

- A. Before commencing the Work of this Section, verify with the Owner that all items to be removed by the Owner have been removed. Schedule the work in a careful manner with all necessary consideration for the Public and the Owner. All items of existing equipment and materials or any other item of value to the Owner shall be salvaged by the Owner prior to demolition.

- B. All material removed under this Contract, which is not to be salvaged or reused, shall become the property of the Contractor and be promptly removed from the site. At all times use movable debris boxes, covered, to convey the material through the building. Do not store or permit debris to accumulate on the site. Dumpsters shall not overflow and shall be emptied on a regular basis. Remove all debris from the building premises and leave the construction site "Clean" each day. All debris shall be dumped in an approved disposal facility and all fees for this shall be paid by the Contractor. Contractor is responsible for completely removing all demolished materials from the site and disposing of them in accordance with all local, State and Federal Regulations. If Contractor fails to remove debris promptly, Owner reserves the right to have debris removed at Contractor's expense.
- C. Conduct operations so as not to interfere with adjacent occupied spaces, roads, streets, drives, walks, service lines and the like.
- D. Keep all pedestrian areas clear for passage at all times.

#### **PROTECTION OF STRUCTURES, PROPERTY**

- A. Execute demolition work to ensure adjacent property no damage from falling debris or other causes.
- B. Take precautions to guard against movement, settlement, or be liable for such movement, settlement, or collapse; repair promptly such damage when so ordered.
- C. Repair damage to Owner's property or any other person or persons on or off premises by reason of required work.

**END OF SECTION 02 41 00**

# Pre-Demolition Asbestos and Lead-Based Paint Inspection

Blessing Community Center

560 FM 616

Blessing, Texas

August 3, 2023

Terracon Project No. 92237534



**Prepared for:**

Urban Engineering

Victoria, Texas

**Prepared by:**

Terracon Consultants, Inc.

Houston, Texas

John A. Stone

TDSHS Licensed Asbestos Consultant

License Number 10-5860

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**Terracon**

Environmental



Facilities



Geotechnical



Materials



August 3, 2023

Mr. Matt Glaze  
Urban Engineering  
2004 N. Commerce  
Victoria, Texas 77901

Phone: 361 578 9836  
E-mail: [mglaze@urbanvictoria.com](mailto:mglaze@urbanvictoria.com)

Re: Pre-Demolition Asbestos and Lead-based Paint Inspection  
Blessing Community Center  
560 FM 616  
Blessing, Texas  
Terracon Project No. 92237534

Dear Mr. Glaze:

The purpose of this report is to present the results of the pre-demolition asbestos and lead-based paint (LBP) inspection performed on July 25, 2023 at the above-referenced location. This inspection was conducted in general accordance with Terracon Proposal No. P92327534 dated June 6, 2023. We understand that this inspection was requested due to the planned demolition of the building.

**Laboratory analysis confirmed the presence of asbestos at a concentration of 1% or greater in gypsum wallboard texture and joint compound within the Library.** Please refer to the attached report for details.

**Lead-based paint and lead-containing paint were identified in various painted surfaces throughout the interior and exterior of the building.** Please refer to the attached report for details.

Terracon appreciates the opportunity to provide this service to Urban Engineering. If you have any questions regarding this report, please contact us at 713-690-8989.

Sincerely,  
**Terracon Consultants, Inc.**

John A. Stone  
Project Manager

Kevin P. Maloney *For*  
Senior Project Manager

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**APPENDIX A CONFIRMED ASBESTOS CONTAINING MATERIALS**

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**PRE-DEMOLITION ASBESTOS AND LEAD-BASED PAINT INSPECTION**  
**BLESSING COMMUNITY CENTER**  
**560 FM 616**  
**BLESSING, TEXAS**  
**Terracon Project No. 92237534**  
**August 3, 2023**

## **1.0 INTRODUCTION**

Terracon Consultants, Inc. (Terracon) conducted a pre-demolition asbestos and lead-based paint (LBP) inspection of the Blessing Community Center located at 560 FM 616, Blessing, Texas. The inspections were conducted on July 25, 2023, by a State of Texas licensed asbestos consultant and lead risk assessor in general accordance with Terracon Proposal No. P92237534 dated June 6, 2023. Interior, exterior and roof building components were sampled, and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to sample accessible suspect materials, additional suspect but un-sampled materials could be in walls, voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA) and the Texas Asbestos Health Protection Rules (TAHPR). Samples were delivered to a State of Texas licensed laboratory for analysis by polarized light microscopy.

### **1.1 Project Objective**

We understand this ACM and LBP sampling was requested due to the planned demolition of the subject building. The TAHPR and Texas Senate Bill 509 require that an asbestos inspection be performed prior to issuance of a city construction permit and prior to any renovation within or demolition of a building. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated ACM (RACM) be identified, classified and quantified prior to planned disturbances or demolition activities.

## **2.0 BUILDING DESCRIPTION**

The site is the Blessing Community Center, and it is comprised of an approximately 5,000 square foot single-story building, built in 1921. The building is wood-framed with wood veneer exterior walls, pier and beam construction and peaked roof. Interior walls consist of mainly wood and gypsum wallboard. Ceilings consist of wood, gypsum wallboard and lay-in ceiling panels. The flooring consists of wood slats, carpet and sheet vinyl flooring.

## **3.0 ASBESTOS FIELD ACTIVITIES**

The sampling was conducted by Mr. John A. Stone, a State of Texas licensed asbestos consultant. A copy of his license is included in Appendix D. The sampling was conducted in general accordance with the sample collection protocols established in AHERA. A summary of sampling activities is provided below.

### **3.1 Visual Assessment**

Our sampling activities began with visual observation of the interior, exterior and roof of the building to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. Assessment was conducted throughout visually accessible areas of the building. Materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM.

### **3.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material that can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

### **3.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols and the TAHPR. Random samples of suspect materials were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Thirty-six (36) bulk samples were collected from twelve (12) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the inspection is included in the chain of custody in Appendix B.

### **3.4 Sample Analysis**

Bulk samples were submitted under chain of custody to Eurofins J3 Resources, Inc. (J3) of Houston, Texas, for analysis by polarized light microscopy per EPA methodology EPA/600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. J3 is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 200525-0) and licensed by the TDSHS (TDSHS No. 30-0273).

## **4.0 LEAD-BASED PAINT FIELD ACTIVITIES**

The LBP sampling was conducted by Mr. John A. Stone. The State of Texas regulations only govern lead-based paint activities in target housing or child-occupied facilities. Because the buildings are not considered target housing or child-occupied facilities, a state certification is not required; however, Mr. Stone is a State of Texas licensed risk assessor. A summary of sampling activities is provided below.

### **4.1 Visual Assessment**

Our sampling activities began with visual observation of the interior and exterior of the building to identify apparent homogeneous areas of suspect LBP. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application.

### **4.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect LBP was conducted to assess the condition of the materials. A visual determination of damage to the materials was performed.

### **4.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect LBP were collected. A random sample of suspect materials was collected in each homogeneous area. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Five (5) bulk samples were collected from five (5) homogeneous areas of suspect LBP. Bulk samples were collected from the following suspect materials identified:

- Exterior paint on wood trim – white
- Exterior paint on metal handrail - black
- Exterior paint on wood siding - gray
- Interior paint on gypsum wallboard – white
- Interior paint on wood trim - white



A summary of the collected suspect LBP samples is presented in the Chain of Custody included in Appendix C.

#### **4.4 Sample Analysis**

Bulk samples were submitted under chain of custody to Eurofins J3 Resources, Inc. (J3) of Houston, Texas, an AIHA-accredited laboratory (Laboratory ID No. 157714), for analysis by Flame AA – USEPA SW846 7420/3050B.

## **5.0 REGULATORY OVERVIEW**

### **5.1 ACM**

The TDSHS enforces the Asbestos NESHAP as adopted by reference at Texas Administrative Code Title 25, Part 1, Chapter 296, Subchapter A, Rule §296.3.

The asbestos NESHAP regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing materials prior to demolition or renovation activity. Under NESHAP, ACM is defined as containing greater than one percent (>1%) asbestos. ACM are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM include packings, gaskets, resilient floor coverings and asphalt roofing products containing 1% asbestos or more. Category II are any non-friable materials other than Category I materials that contain 1% asbestos or more.

Friable ACM, Category I and Category II non-friable ACM that are in poor condition and have become friable or which will be subjected to drilling, sanding, grinding, cutting or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The TDSHS also enforces the TAHPR. The TAHPR defines ACM as containing 1% or greater asbestos. The TAHPR require that any asbestos-related activity conducted in a public building be performed by personnel licensed by the TDSHS. RACM must be removed prior to renovation or demolition activities that will disturb the materials. Asbestos abatement must be performed by TDSHS-licensed asbestos abatement contractors in accordance with a project design prepared by a TDSHS-licensed asbestos consultant. Third-party air monitoring must be conducted prior to, during and following the abatement activities. Management Plans developed for the in-place management of asbestos-containing materials must be developed by a TDSHS-licensed management planner.

Both NESHAP and TAHPR require that the owner or operator of a building must provide the TDSHS with written notification at least 10 working days prior to the commencement of asbestos abatement activities that will disturb any amount of RACM. Written notification is also required for demolition of any building, even those that do not contain ACM.

The Occupational Safety and Health Administration (OSHA) standards at 29 CFR 1910.1001 and 29 CFR 1926.1101 regulate employee exposure to asbestos. These OSHA standards require that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an 8-hour time weighted average (TWA) and not exceed 1.0 asbestos fibers per cubic centimeter of air (1.0 f/cc) over a 30-minute time period, the excursion limit. The TWA and excursion limit together are known as the OSHA permissible exposure limits or PELs. The OSHA standard 29 CFR 1926.1101 categorizes activities that will disturb ACM into four classes and specifies work practices that must be followed when performing each class of work.

## **5.2 LBP**

OSHA regulations govern exposure of workers to lead regardless of the concentrations of lead identified in paint. The OSHA regulations, which have been established for general and construction industries, cover any type of workplace activity that could expose an employee to potential lead contamination (OSHA Standards 29 CFR 1926.62 and 1910.1025).

The OSHA standards for lead require that employee exposure to airborne lead be maintained below 50 micrograms of lead per cubic meter of air calculated as an eight-hour time-weighted average (TWA). The OSHA construction standard classifies construction activities that could result in exposure to airborne lead and specifies training requirements, engineering controls and work practices that must be followed when engaging in those activities.

EPA's Renovation, Repair and Painting (RRP) Rule addresses lead-based paint hazards created in target housing and child-occupied facilities. Target housing is a home or residential unit built before 1978. There are exceptions for elderly and disable persons and zero-bedroom dwellings. A child-occupied facility is a pre-1978 building that is visited regularly by the same child (under 6 years of age), for at least two different days during the week, and each visit lasts at least 3 hours. The combined weekly visits must be at least 6 hours, and the combined annual visits must be at least 60 hours. The RRP Rule Requires:

- Renovators (individuals) performing work in target housing or child-occupied facilities must be trained and certified.
- Renovation firms must be certified.
- Non-Certified workers must work under and be trained on-the-job by a certified renovator.
- Lead safe work practices must be followed.

- Certified renovators must educate owners/occupants.
- Training providers must be accredited.

The requirements listed above are triggered if renovation, repair, or painting activities will disturb more than 6 square feet of interior lead-based paint or 20 square feet of exterior lead-based paint in target housing or child-occupied facilities. Please note that the RRP does not replace lead-based paint abatement regulations (40 CFR 745.223) or the OSHA Lead in Construction Standard (29 CFR 1926.62). Federally assisted target housing must address lead hazards under the U.S. Department of Housing and Urban Development (HUD) Guidelines.

In the State of Texas, the Texas Environmental Lead Reduction Rules govern lead-based paint (containing 0.5% or greater lead by weight) in target housing (built before 1978) or child-occupied facilities such as day-care centers. Lead-containing paint in other types of facilities is not covered by state regulations in Texas.

## **6.0 FINDINGS AND RECOMMENDATIONS**

### **Asbestos**

**Laboratory analysis confirmed the presence of asbestos at a concentration of 1% or greater in gypsum wallboard texture and joint compound within the Library.**

A summary of the classification, condition and quantity of the confirmed ACM is presented in Appendix A. The Laboratory analytical report is included in Appendix B.

The identified ACM must be removed prior to renovation or demolition activities that may disturb it. The removal must be designed by a TDSHS-licensed asbestos consultant, be performed under a 10-day notification to TDSHS and be performed by a TDSHS-licensed asbestos contractor. Air monitoring must be performed before, during, and following asbestos abatement activities by a TDSHS-licensed asbestos consultant agency.

If suspect asbestos-containing materials are discovered during the course of the renovation or demolition work that were not sampled as part of this inspection, they should not be disturbed until the presence of asbestos is either confirmed or ruled out by laboratory analysis.

### **Lead**

The following tested material contained a concentration of lead above the HUD and TDSHS regulatory threshold of  $\geq 5,000$  parts per million (ppm). Therefore, this material is subject to the OSHA Lead Standard for Construction:

**Pre-Demolition Asbestos and Lead-Based Paint Sampling**

Blessing Community Center ■ Blessing, Texas  
August 3, 2023 ■ Terracon Project No. 92237534



Sample ID	Paint Color	Substrate	Location	Condition	Lead Concentration (ppm)
LBP-01	White	Wood trim	Exterior of the building	Good	7100

The following materials were determined to contain concentrations of lead below the HUD and TDSHS regulatory threshold of  $\geq 5,000$  parts per million (ppm), but above the limit of detection for the analytical method performed. Therefore, these materials are also subject to the OSHA Lead Standard for Construction:

Sample ID	Paint Color	Substrate	Location	Condition	Lead Concentration (ppm)
LBP-02	Black	Metal	Handrail near entrance	Good	87
LBP-03	Gray	Wood	Exterior siding	Good	2600
LBP-04	White	Gypsum board	Restroom ceilings	Good	50
LBP-05	White	Wood	Kitchen trim	Good	270

The laboratory analytical data is included in Appendix C.

It is recommended that contracting personnel who may disturb the lead-based and/or the lead-containing coatings which are present in the building be made aware of the lead content in the materials so that they may exercise proper OSHA procedures for personnel protection and/or possibly employ protective procedures (US EPA Lead-Safe Work Practices) when working with the materials.

It is recommended that any metal components associated with the structure which are to be removed be segregated from the waste stream and be recycled rather than disposed of.

As the structure is a public facility rather than Child Occupied or Target Housing, HUD and TDSHS lead regulations do not apply to removal operations within the facility. It is, however, recommended that they be consulted as a general guideline for occupant protection.

Compliance with applicable OSHA lead regulations is the responsibility of the contractor performing the work and it is recommended that they be required to communicate potential lead hazards to their workforce and utilize lead-safe work practices such as outlined in the EPA Renovation, Repair, and Painting Final Rule (40 CFR 745) or applicable portions of the Structural Steel Painting Council (SSPC) Guidelines. It is further recommended that activities such as flame/torch dismantling, dry sanding and/or dry grinding of any components with lead-containing paint materials applied should be prohibited as part of any repair, renovation or demolition activity.

The identified lead-containing paint may become a source of lead-containing dust during demolition activities. Activities that generate airborne dust from paint containing any concentration of lead are regulated under the OSHA Construction Standard 29 CFR 1926.62.

If suspect lead-based paint or asbestos-containing materials are discovered during the course of renovation or demolition work that were not sampled as part of this inspection, they should not be disturbed until the presence of lead or asbestos is either confirmed or denied by laboratory analysis.

## **7.0 GENERAL COMMENTS**

This pre-demolition asbestos and LBP sampling was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our inspection of the subject building. The information contained in this report is relevant to the date on which this inspection was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by Urban Engineering for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied, is made.

**APPENDIX A**

**SUSPECT ASBESTOS-CONTAINING MATERIALS**

**BLESSING COMMUNITY CENTER  
560 FM 616  
BLESSING, TEXAS  
Terracon Project No. 92237534**

<b>Sample No.</b>	<b>Description</b>	<b>Sample Location</b>	<b>Percent/Type Asbestos</b>	<b>NESHAP Classification</b>	<b>Condition</b>	<b>Estimated Quantity</b>
01-CT4-01-03	White 2'x4' gypsum ceiling tile	Kitchen	ND	NA	Good	~600 sf
02-CA4-04-06	White floor caulk	Kitchen	ND	NA	Good	~30 lf
03-MG8-07-09	Tan fiber reinforced panel with orange adhesive	Kitchen, men's restroom, and women's restroom	ND	NA	Good	~200 sf
04-AW2-10-12	Tan blown-in insulation	Kitchen	ND	NA	Good	TBD
<b>05-WB4-13-15</b>	<b>Painted gypsum wallboard – walls</b>	<b>Library</b>	<b>Texture: 2% Chrysotile</b> <b>Joint compound: 2% Chrysotile</b>	<b>Friable</b>	<b>Good</b>	<b>&lt;1,000 sf</b>

**Pre-Demolition Asbestos and Lead-Based Paint Sampling**

Blessing Community Center ■ Blessing, Texas  
 August 3, 2023 ■ Terracon Project No. 92237534



06-WB4-16-18	Painted gypsum wallboard – ceilings	Women’s and men’s restroom	ND	NA	Good	~320 sf
07-MG7-19-21	Tan carpet glue	Library	ND	NA	Good	~225 sf
08-CA1-22-24	White exterior window frame caulk	Front windows	ND	NA	Good	~100 lf
09-FC1-25-27	Tan sheet vinyl flooring	Kitchen	ND	NA	Good	~1,100 Sf
10-CA2-28-30	White exterior door frame caulk	Front entrance	ND	NA	Good	~38 lf (2 doors)
11-WP2-31-33	Stage curtain fabric	Stage	ND	NA	Good	~600 sf
12-RF3-34-36	Black composition roof shingle	Roof by entrance	ND	NA	Good	~5,000 sf

lf = linear feet                      sf = square feet                      N/A= not applicable                      TBD=To be determined in design                      ND= None Detected

Friable ACM are materials containing 1% asbestos or more that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I ACM include nonfriable gaskets, packings, asphaltic roofing materials, and resilient flooring containing more than 1 % asbestos. Category II ACM include all other nonfriable materials containing 1% asbestos or more.

**APPENDIX B**

**ASBESTOS ANALYTICAL LABORATORY DATA**



Report for:

**Aaron Dominguez**  
**Terracon - Houston**  
11555 Clay Rd.  
Ste. 100  
Houston, TX 77043

---

Regarding: Eurofins J3 Resources, Inc.  
Project: 92237534; Blessing Community Center  
EML ID: 3330765

Approved by:



Signatory  
Kenneth Castro

Dates of Analysis:

Asbestos PLM (Layer %): 07-31-2023 and 08-01-2023

Service SOPs: Asbestos PLM (Layer %) (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

---

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins J3 Resources, Inc. ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
1-CT4-1. 16184664-1	Layer 1 White Ceiling Tile Homogeneity:Good	Not Detected	88% Non-Fibrous Material 10% Cellulose 2% Glass Fibers	
1-CT4-2. 16184665-1	Layer 1 White Ceiling Tile Homogeneity:Good	Not Detected	88% Non-Fibrous Material 10% Cellulose 2% Glass Fibers	
1-CT4-3. 16184666-1	Layer 1 White Ceiling Tile Homogeneity:Good	Not Detected	88% Non-Fibrous Material 10% Cellulose 2% Glass Fibers	
2-CA4-4. 16184667-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
2-CA4-5. 16184668-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
2-CA4-6. 16184669-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
3-MG8-7. 16184670-1	Layer 1 White FRP Homogeneity:Good	Not Detected	75% Non-Fibrous Material 25% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
3-MG8-8. 16184671-1	Layer 1 White FRP Homogeneity:Good	Not Detected	75% Non-Fibrous Material 25% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
3-MG8-9. 16184672-1	Layer 1 White FRP Homogeneity:Good	Not Detected	75% Non-Fibrous Material 25% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
4-AW2-10. 16184673-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	95% Mineral Wool 5% Non-Fibrous Material	
4-AW2-11. 16184674-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	95% Mineral Wool 5% Non-Fibrous Material	
4-AW2-12. 16184675-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	95% Mineral Wool 5% Non-Fibrous Material	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
5-WB4-13. 16184676-1	Layer 1 Beige/ White Painted Texture Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 2 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
5-WB4-14. 16184677-1	Layer 1 Beige/ White Painted Texture Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
5-WB4-15. 16184678-1	Layer 1 Beige/ White Painted Texture Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

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Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
6-WB4-16. 16184679-1	Layer 1 White Painted Texture Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
6-WB4-17. 16184680-1	Layer 1 White Painted Texture Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
6-WB4-18. 16184681-1	Layer 1 White Painted Texture Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

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Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
7-MG7-19. 16184682-1	Layer 1 Tan Carpet Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material < 1% Synthetic Fibers	
7-MG7-20. 16184683-1	Layer 1 Tan Carpet Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material < 1% Synthetic Fibers	
7-MG7-21. 16184684-1	Layer 1 Tan Carpet Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material < 1% Synthetic Fibers	
8-CA1-22. 16184685-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
8-CA1-23. 16184686-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
8-CA1-24. 16184687-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
9-FC1-25. 16184688-1	Layer 1 Tan Sheet Flooring Homogeneity:Good	Not Detected	95% Non-Fibrous Material 5% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
9-FC1-26. 16184689-1	Layer 1 Tan Sheet Flooring Homogeneity:Good	Not Detected	95% Non-Fibrous Material 5% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
9-FC1-27. 16184690-1	Layer 1 Tan Sheet Flooring Homogeneity:Good	Not Detected	95% Non-Fibrous Material 5% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
10-CA2-28. 16184691-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
10-CA2-29. 16184692-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
10-CA2-30. 16184693-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
11-WP2-31. 16184694-1	Layer 1 Blue/ Beige Wrap Homogeneity:Good	Not Detected	95% Cellulose 5% Non-Fibrous Material	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

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Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
11-WP2-32. 16184695-1	Layer 1 Blue/ Beige Wrap Homogeneity:Good	Not Detected	95% Cellulose 5% Non-Fibrous Material	
11-WP2-33. 16184696-1	Layer 1 Blue/ Beige Wrap Homogeneity:Good	Not Detected	95% Cellulose 5% Non-Fibrous Material	
12-RF3-34. 16184697-1	Layer 1 Black Roofing Shingle Homogeneity:Good	Not Detected	88% Non-Fibrous Material 12% Glass Fibers	
12-RF3-35. 16184698-1	Layer 1 Black Roofing Shingle Homogeneity:Good	Not Detected	88% Non-Fibrous Material 12% Glass Fibers	
12-RF3-36. 16184699-1	Layer 1 Black Roofing Shingle Homogeneity:Good	Not Detected	88% Non-Fibrous Material 12% Glass Fibers	

**Comments:**

**Analyst(s):** Kenneth Castro

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

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IH CH



003330765

Open Lab Fee

Submitter Name: Jay Stone  
 Company: TERRACON  
 Address: \_\_\_\_\_  
 City/State: Houston TX Zip: \_\_\_\_\_  
 Bill to: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 PO #: \_\_\_\_\_

**Project Information**

Project Name: Blessing Community Center Project Manager: Aaron D.  
 Project #: 92237534 Telephone - Office/Cell: \_\_\_\_\_  
 Reports - Email Address: \_\_\_\_\_  
 Invoice - Email Address: \_\_\_\_\_ Notification By: Email:  Verbal:

Special Instructions:

**Turnaround Times - Please Select One**

Emergency\*  1 Day  2 Day  3 Day  5 Day

**ASBESTOS**

PLM - Bulk	PCM - Air	TEM - Air	TEM - Bulk	TEM - Water	TEM - Dust	TEM/PLM Soil/Vermiculite/Ore
EPA 600/R-93/116 <input checked="" type="checkbox"/> Visual Estimation (<1%) <input type="checkbox"/> 400 Point Count 0.25% <input type="checkbox"/> 1,000 Point Count 0.1% <input type="checkbox"/> Gravimetric Reduction <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> NIOSH 9002 <input type="checkbox"/> OSHA ID-191	<input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> ASTM D7201 <input type="checkbox"/> ISO 8672 <input type="checkbox"/> OSHA ID-160	<input type="checkbox"/> AHERA <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> ASTM D6281 <input type="checkbox"/> ISO 10312 <input type="checkbox"/> ISO 13794	<input type="checkbox"/> Gravimetric Reduction (<1%) <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> Qualitative (+/-) <input type="checkbox"/> Drop Mount <input type="checkbox"/> Filtration	<input type="checkbox"/> EPA 100.2 Drinking Water <input type="checkbox"/> >10 µm fibers <input type="checkbox"/> ≥0.5 µm fibers <input type="checkbox"/> EPA 100.2 Effluent / WW Received on ice: <input type="checkbox"/> Yes <input type="checkbox"/> No Temp: _____	<input type="checkbox"/> ASTM D5755 Microvac <input type="checkbox"/> ASTM D6480 Wipe <input type="checkbox"/> 600/J-93/167 Carpet - EPA <input type="checkbox"/> Bulk Dust Qualitative	<input type="checkbox"/> ASTM 7521-TEM (+/-) <input type="checkbox"/> ASTM 7521-TEM (<1%) <input type="checkbox"/> CARB 435-Modified <input type="checkbox"/> Soil - PLM Only (+/-) <input type="checkbox"/> Vermiculite - TEM (+/-) <input type="checkbox"/> Vermiculite-Cincinnati <input type="checkbox"/> Erionite ID

**METALS**

**SILICA/PARTICULATES**

Flame AA	IC	ICP	X-Ray Diffraction / Gravimetric / Combustion Byproduct
<input type="checkbox"/> Lead in Paint - SW846 7000B/3050B <input type="checkbox"/> Lead in Air - NIOSH 7082 <input type="checkbox"/> Lead in Wipes - SW846 7000B/3050B <input type="checkbox"/> Lead in Soil - SW846 7000B/3050B <input type="checkbox"/> TCLP - SW846 7000B/1311	<input type="checkbox"/> Cr(VI) in Air - OSHA ID-215 <input type="checkbox"/> Cr(VI) in Wipe - OSHA ID-215 <input type="checkbox"/> Cr(VI) in Bulk - OSHA ID-215	<input type="checkbox"/> Metals in Air - NIOSH 7303 <input type="checkbox"/> Metals in Wipe - OSHA ID-121 <input type="checkbox"/> Metals in Bulk - OSHA ID-121 <input type="checkbox"/> Welding Fume - NIOSH 7303	<input type="checkbox"/> Respirable Crystalline Silica NIOSH 7500 / OSHA 142 <input type="checkbox"/> NIOSH 0500 - Total Particulates <input type="checkbox"/> NIOSH 0600 - Respirable Particulates ASTM 6602 - CBP <input type="checkbox"/> PLM <input type="checkbox"/> TEM <input type="checkbox"/> SEM

Total Number of Samples Submitted: 36 Positive Stop:  NO  YES  By Layer  By Sample

**Signatures**

Relinquished By: [Signature] Date: 7/25/23 Time: 1:30  
 Received By: [Signature] Date: 7/25/23 Time: 1:30  
 Relinquished By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\* Emergency TAT requires prior lab notification. All samples analyzed outside normal business hours are charged at Emergency rate.  
 \*\*TAT's are in Business Days rather than Hours (i.e. 1 Day TAT = End of Next Business Day)

Asbestos Sample Location Log

Terracon PN: 92237537

Inspector: J. Stone

Sample No: (HA, BS Code, Sample No.)	Written location where bulk sample is collected.	Collection Date
1 - CJ4 - 1	White 2x4 ceiling tile - (Gypsum) Kitchen	
- - 2	↓	
- - 3	↓	
2 - CA4 - 4	White Flood CAULK - # Kitchen	
- - 5	↓	
- - 6	↓	
3 - WGB - 7	TAN FIBER REINFORCED PANEL w/ ORANGE GLUE Kitchen	
- - 8	↓ MEN REST ROOM	
- - 9	↓ WOMEN REST ROOM	
4 - AW2 - 10	TAN Blown IN Insulation Kitchen	
- - 11	↓	
- - 12	↓	
5 - WB4 - 13	Painted Gypsum WALLBOARDS (WALLS) LIBRARY	
- - 14	↓	
- - 15	↓	
6 - WB4 - 16	Painted Gypsum WALLBOARDS (Ceilings) REST ROOMS	
- - 17	↓	
- - 18	↓	



Asbestos Sample Location Log

Terracon PN: 92237534

Inspector: JAG Stone

Sample No: (HA, BS Code, Sample No.)	Written location where bulk sample is collected.	Collection Date
7 - M47 - 19	TAN CARPET GLEUE LIBRARY	
. . . 20	↓	
. . . 21	↓	
8 - CA1 - 22	WHITE EXTERIOR WINDOW FRAME CAULK - FRONT WINDOWS	
. . . 23	↓	
. . . 24	↓	
9 - FC1 - 25	TAN VINYL FLOORING w/ MASCAL KITCHEN	
. . . 26	↓	
. . . 27	↓	
10 - CA2 - 28	WHITE EXTERIOR DOOR FRAME CAULK EXTERIOR FRONT DOOR	
. . . 29	↓	
. . . 30	↓	
11 - WP2 - 31	STAGE CURTAIN - STAGE	
. . . 32	↓	
. . . 33	↓	
12 - RF3 - 34	BLACK COMPOSITION ROOF STABLES ROOF	
. . . 35	↓	
. . . 36	↓	
. . .	↓	

**APPENDIX C**

**LBP LABORATORY ANALYTICAL DATA**

**Lead in Paint Performed by**  
**Flame AA – USEPA SW846 7000B/3050B (Mod.)**

**Aaron Dominguez**  
**Terracon Consultants Inc.**  
**11555 Clay Rd, Suite 100**  
**Houston, TX 77043**

**Order #:** 3334263  
**Project #:** 92237534  
**Receipt Date:** 25-Jul-2023  
**Analysis Date:** 31-Jul-2023  
**Report Date:** 31-Jul-2023

**Blessing Community Center**

<b>SAMPLE ID</b>	<b>PAINT COLOR</b>	<b>LEAD CONCENTRATION (ppm)</b>	<b>LEAD CONCENTRATION (%)</b>
LBP-01	White	7100	0.71%
LBP-02	Black	87	0.0087%
LBP-03	Gray	2600	0.26%
LBP-04	White	50	0.005%
LBP-05	White	270	0.027%

*Reporting Limit = 50.0 ppm N/A = Not Applicable*  
*INS = Insufficient Sample Weight NS = Not Submitted*

**Analyst:** Joseph Martinez



**Scott Ward, Ph.D. Lab Director**

Results apply to the sample as received and relate only to the items tested. The analysis has been conducted according to the method(s) listed above. Blank corrections are not applied to data unless requested by the customer. This report is for the exclusive use of the addressed customer and shall not be reproduced except in full without written approval by Eurofins J3 Resources, Inc. (EJ3). EJ3 is an EPA NLLAP recognized lab by the AIHA-LAP, LLC ELLAP (Lab ID: 157714). Unless otherwise noted, all quality control samples performed within specifications established by the laboratory. The estimated accuracy is solely based on recovery data from internal laboratory control samples at the 95% confidence interval (k = ~2) of the level of concern, derived from a 336.9 mg/Kg lead in paint certified reference material. The estimated accuracy does not account for uncertainty associated with the sampling process. Accuracy = +/-13%

# IH CHAIN OF CUSTODY



Testing

003334263

Open Lab Fee

EBET Order # (Lab use only)

Submitter Name: <u>Jay Stone</u>	Bill to:
Company: <u>TERRACON</u>	Address:
Address:	City/State: _____ Zip: _____
City/State: <u>Houston TX</u>	PO #:

### Project Information

Project Name: <u>Blessing Community Center</u>	Project Manager: <u>AARON D</u>
Project #: <u>92237534</u>	Telephone - Office/Cell

Reports - Email Address: \_\_\_\_\_

Invoice - Email Address: \_\_\_\_\_

Notification By: Email:  Verbal:

Special Instructions: \_\_\_\_\_

### Turnaround Times - Please Select One

Emergency\*     1 Day     2 Day     3 Day     5 Day

### ASBESTOS

PLM - Bulk	PCM - Air	TEM - Air	TEM - Bulk	TEM - Water	TEM - Dust	TEM/PLM Soil/Vermiculite/Ore
EPA 600/R-93/116 <input type="checkbox"/> Visual Estimation (<1%) <input type="checkbox"/> 400 Point Count 0.25% <input type="checkbox"/> 1,000 Point Count 0.1% <input type="checkbox"/> Gravimetric Reduction <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> NIOSH 8002 <input type="checkbox"/> OSHA ID-191	<input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> ASTM D7201 <input type="checkbox"/> ISO 8672 <input type="checkbox"/> OSHA ID-160	<input type="checkbox"/> AHERA <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> ASTM D6281 <input type="checkbox"/> ISO 10312 <input type="checkbox"/> ISO 13794	<input type="checkbox"/> Gravimetric Reduction (<1%) <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> Qualitative (+/-) <input type="checkbox"/> Drop Mount <input type="checkbox"/> Filtration	<input type="checkbox"/> EPA 160.2 Drinking Water <input type="checkbox"/> >10 µm fibers <input type="checkbox"/> ≥0.5 µm fibers <input type="checkbox"/> EPA 160.2 Effluent / WW Received on Ice: <input type="checkbox"/> Yes <input type="checkbox"/> No Temp: _____	<input type="checkbox"/> ASTM D5755 Microvac <input type="checkbox"/> ASTM D6480 Wipe <input type="checkbox"/> 600/J-93/167 Carpet - EPA <input type="checkbox"/> Bulk Dust Qualitative	<input type="checkbox"/> ASTM 7521-TEM (+/-) <input type="checkbox"/> ASTM 7521-TEM (<1%) <input type="checkbox"/> CARB 435-Modified <input type="checkbox"/> Soil - PLM Only (+/-) <input type="checkbox"/> Vermiculite - TEM (+/-) <input type="checkbox"/> Vermiculite-Cincinnati <input type="checkbox"/> Erionite ID

### METALS

### SILICA/PARTICULATES

Flame AA	IC	ICP	X-Ray Diffraction / Gravimetric / Combustion Byproduct
<input type="checkbox"/> Lead in Paint - SW846 7000B/3050B <input type="checkbox"/> Lead in Air - NIOSH 7082 <input type="checkbox"/> Lead in Wipes - SW846 7000B/3050B <input type="checkbox"/> Lead in Soil - SW846 7000B/3050B <input type="checkbox"/> TCLP - SW846 7000B/1311	<input type="checkbox"/> Cr(VI) in Air - OSHA ID-216 <input type="checkbox"/> Cr(VI) in Wipe - OSHA ID-215 <input type="checkbox"/> Cr(VI) in Bulk - OSHA ID-215	<input type="checkbox"/> Metals in Air - NIOSH 7303 <input type="checkbox"/> Metals in Wipe - OSHA ID-421 <input type="checkbox"/> Metals in Bulk - OSHA ID-421 <input type="checkbox"/> Welding Fume - NIOSH 7303	<input type="checkbox"/> Respirable Crystalline Silica NIOSH 7500 / OSHA 142 <input type="checkbox"/> NIOSH 0500 - Total Particulates <input type="checkbox"/> NIOSH 0600 - Respirable Particulates ASTM 6602 - CBP <input type="checkbox"/> PLM <input type="checkbox"/> TEM <input type="checkbox"/> SEM

Total Number of Samples Submitted: 5    Positive Stop:  NO     YES     By Layer     By Sample

Signatures

Relinquished By: <u>[Signature]</u>	Date: <u>7/25/23</u>	Time: <u>1:35</u>
Received By: <u>[Signature]</u>	Date: <u>7/25/23</u>	Time: <u>12:15</u>
Relinquished By: _____	Date: _____	Time: _____
Received By: _____	Date: _____	Time: _____

\* Emergency TAT requires prior lab notification. All samples analyzed outside normal business hours are charged at Emergency rate.

\*\*TAT's are in Business Days rather than Hours (i.e. 1 Day TAT = End of Next Business Day)

Asbestos Sample Location Log

Terracon PN: 92237534

Inspector: J. Stone

LEAD PAINT

Sample No: (HA, BS Code, Sample No.)	Written location where bulk sample is collected.	Collection Date
-LBP- 1	EXTERIOR - WHITE PAINT ON WOOD TRIM	
-LBP- 2	BLACK ON METAL HAND RAIL	
-LBP- 3	GRAY EXTERIOR PAINT ON WOOD SIDING - Building exterior	EXTERIOR - By Enkwal
-LBP- 4	INTERIOR - WHITE ON GYPSUM WALLBOARD CEILING - REST ROOMS	
-LBP- 5	INTERIOR - WHITE ON TRIM - Kitchen	
-		
-		
-		
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-		
-		
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-		
-		
-		
-		

**APPENDIX D**

**LICENSES**



**Texas Department of State Health Services**

**TERRACON CONSULTANTS INC**

*is certified to perform as an*

**Asbestos Consultant Agency**

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



**License Number: 100157**

**Expiration Date: 11/30/2024**

**Control Number: 97529**

*Jennifer Shuford, MD*  
**Jennifer Shuford, MD, MPH,**  
**Commissioner of Health**

**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Texas Department of State Health Services

J3 RESOURCES INC DBA  
J3 RESOURCES, INC.

*is certified to perform as an*

Asbestos Laboratory

PCM, PLM, TEM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



*License Number: 300273*

*Expiration Date: 04/15/2024*

*Control Number: 96606*

*John Hellerstedt, M.D.,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK





**Texas Department of  
State Health Services**

**Asbestos Individual Consultant**

**JOHN A STONE**  
License No. **105860**  
Control No. **97985**  
Expiration Date: **1-Jan-2024**



# Asbestos Abatement Specification

Blessing Community Center ABT

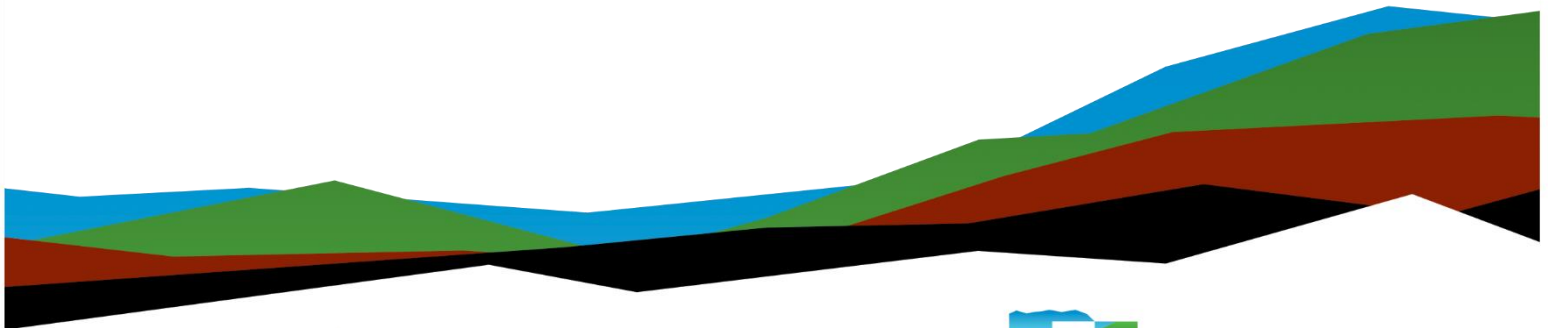
Blessing, Texas

February 5, 2024 | Project Number: 92237534A

Prepared for:



Matagorda County  
2200 7<sup>th</sup> Street  
Bay City, Texas



A handwritten signature in blue ink, appearing to read "John A. Stone".

John A. Stone  
TDSHS Individual Asbestos Consultant  
License No. 10-5860 / Expires: January 1, 2026



Nationwide  
[Terracon.com](http://Terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials

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## APPENDICES

Appendix A	Specification Drawings
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## 1.0 SCOPE OF WORK – ASBESTOS ABATEMENT

The work will consist of the abatement and disposal of asbestos-containing materials (ACM) identified in Terracon’s Pre-Demolition Asbestos and Lead-Based Paint Inspection Report dated August 3, 2024. This Asbestos Abatement Specification is dated February 5, 2024.

**Project:** Blessing Community Center  
560 FM 616  
Blessing, Texas  
Terracon Project No. 92237534A

**The following Terracon employees are authorized to perform the necessary visual clearance inspections and air monitoring as required by TDSHS:**

<b>Subin Samuel</b>	<b>License 50-1380</b>	<b>Mustafa Birader</b>	<b>License 10-5756</b>
<b>Titilope Osagie</b>	<b>License 50-1903</b>	<b>Tyrone Dorian</b>	<b>License 10-5313</b>
<b>Michael Solomon</b>	<b>License 50-1049</b>	<b>John Joseph</b>	<b>License 50-1418</b>
<b>Humberto Lopez</b>	<b>License 50-0099</b>	<b>Sunni N Nani</b>	<b>License 50-1446</b>
<b>J. Olukotun</b>	<b>License 60-0036</b>	<b>Al Drummond</b>	<b>License 50-0584</b>
<b>Jay Stone</b>	<b>License 10-5860</b>	<b>Jaye R. Stanley</b>	<b>License 10-5644</b>

### NOTES:

- 1. Consultant/Project Manager is not responsible for job site safety or the ways and means utilized by the Contractor.**
- 2. Consultant/Project Manager will not perform OSHA personnel sampling for the Contractor.**
- 3. The Contractor will provide for personnel monitoring as required by federal (OSHA) and state (TAHPR) regulations.**

### Materials and Estimated Quantities – (Reference Attached Drawings for Approximate Locations)

Remove and dispose of wallboard texture and joint compound – walls only (located in the library) – approximately 700 square feet (sf)

**The quantity stated above is an estimate only. Actual quantity MUST be verified by the contractor. Drawing locations are general.**



## NOTES:

**The title “Project Manager” includes staff with a project manager (PM) license or an AMT/PM license**

## 2.0 WORK PRACTICES

### 2.1 Respiratory Protection

During the removal of the asbestos-containing materials, the workers will be required to wear, as a minimum, half-face respirator equipped with filter cartridges designed for asbestos-containing dusts and mists, vapors, and color coded in accordance with ANSI Z228.2 (1980). Certification that the workers have been fit tested in accordance with current OSHA guidelines will be provided as part of Worker Documentation.

### 2.2 Protective Clothing

During removal, work clothes will be worn by the workers. Boots and gloves will be available to each worker as needed. Work clothes will consist of fire retardant, disposable, full-body coveralls, head covers, boots, and rubber gloves in accordance with 29 CFR 1926.1101 and ANSI Z41. Sleeves at wrists and cuffs at ankles will be secure. Work clothes will be properly disposed of at the conclusion of the work. Eye protection and hard hats will be available as required by applicable safety regulations and will conform to ANSI 87.1 and 89.1.

Authorized visitors, including the consultant’s on-site representative, will be provided with suitable protective clothing, headgear, eye and respiratory protection, and footwear whenever they are required to enter the Work Area.

Abatement workers who are using wrap-and-cut or glove-bag removal techniques without a containment may double-suit and use a remote decontamination unit.

### 2.3 Removal

The Contractor will perform the removal and disposal in accordance with current local, state and federal regulations.



Demarcate a regulated area for any type of asbestos removal work, including full containment, RFCI, splashguard and mini containment.

All asbestos abatement removal will be performed using wet methods.

**Wallboard texture and joint compound will be removed in full containment.**

Full containment includes as a minimum: 6-mil polyethylene critical barriers, two 4-mil polyethylene layers on walls (where applicable), one 4-mil polyethylene layer on ceilings (where applicable), two 6-mil polyethylene layers on floors (where applicable), attached three-stage wet decontamination unit, and negative pressure ventilation system. Should a wall need to be constructed of polyethylene to separate the regulated and unregulated areas, an outer layer of 6-mil is required in addition to two inner layers of 4-mil.

Polyethylene sheeting on the floors shall extend up the adjoining walls a minimum of twelve inches (12") and be sized to minimize the number of seams. No seams shall be located at wall-to-floor joints. Wall sheeting shall be installed to minimize joints and shall extend beyond wall-to-floor joints at least twelve inches (12") onto floor. Seams shall overlap a minimum of six inches (6"). No seams shall be located at corners.

Hard ceilings that can be wiped down or HEPA-vacuumed may be left uncovered except for penetrations that require criticals. Suspended ceiling tiles beneath a plenum or second (hard) ceiling must be covered with a critical, if the ceiling tiles are to remain in place after abatement. If there is a plenum above a lay-in suspended ceiling that opens to plenums above other rooms/spaces, then the ceiling must be covered with a critical.

Additionally, where feasible, a viewing window will be constructed that measures approximately 18"x18" and will permit the viewing from outside the containment of at least 51% of the abatement work area. Poly sheeting will be in accordance with applicable requirements for dart impact and tear resistance. All non-movable objects that remain in the work area will be protected with two layers of 6-mil poly. Suspected asbestos-containing debris will be either wet wiped or vacuumed with a HEPA vacuum prior to completion of containment construction.

Negative air machine units with HEPA filtration, in sufficient number to provide a negative pressure of at least 0.02 inches of water column differential between the

containment and the outside, as evidenced by manometric measurements, and a minimum of four containment air changes per hour, will be operated continuously for the duration of the project.

For work performed in containment, the PT/AMT will enter the containment to assess its readiness for abatement before the start of abatement each day, and routinely throughout each day, from start or preparation to the removal of containment and final visual inspection of the site.

Ceiling prep with one 4-mil poly layer is required on suspended ceilings with ceiling tiles and ceiling grid for abatement activities below ceilings. Any solid ceiling that is not open to adjacent areas (sealed) is not required to be covered with poly sheeting for abatement activities below ceilings.

## 2.4 Disposal

Once the ACM is removed, it will be double-bagged and labeled in accordance with Texas Commission on Environmental Quality (TCEQ) and OSHA guidelines. Pre-printed Generator Labels will be affixed to each bag prior to being placed in the lined waste disposal dumpster or trailer.

The bags will be labeled in accordance with 29 CFR 1910.1200 (f) of OSHA's Hazard Communication standard, and will contain the following information:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

The area between the bag-out decontamination unit and the prepared waste receptacle will be regulated with barrier tape during bag-out operations. The waste dumpster or trailer will remain secured during all other periods.

The waste will be transported to an approved landfill in lined closed-top receptacles by a TDSHS-licensed transporter. Verification of disposal at the landfill will be provided to the Owner by Contractor via the TCEQ Waste Manifest.



## 2.5 Air Monitoring

The following methods will be used by the Owner's Representative to collect air samples and to analyze the sample filters;

Samples will be collected on 0.8-micron mixed cellulose ester (MCE) filters loaded in conducting cassettes with extension cowls. Sampling and Phase Contrast Microscopy (PCM) analysis will be in accordance with the latest edition of NIOSH Method 7400, counting rules A.

At a minimum, air samples will be collected as follows:

Baseline air samples will be collected prior to beginning asbestos abatement activities. A minimum of three baseline samples will be collected. The minimum sample volume will be 1,250 liters. The samples will be archived and will be discarded 61 days after the project is complete, unless circumstances require their analysis during or after the abatement.

Ambient air samples will be collected every day of the asbestos abatement activity, from the start date through the completion date of the project.

These samples will be collected: inside containment; outside containment but inside the building; the negative air unit discharge; immediately outside the entrance to the decontamination facility (representative of the air being drawn into the facility); outside the bag-out facility; and any other locations required by the specifications.

The AMT will verbally provide the results of PCM samples to the Contractor Supervisor (C/S) by the next working day after the date of sampling, if the samples are analyzed on-site. The verbal "report" to the C/S must be documented in the field logs/reports.

If PCM samples are analyzed by an off-site laboratory, the AMT will verbally provide the results to the C/S by the third working day after the date of sampling. The verbal "report" to the C/S must be documented in the field logs/reports.

Samples collected at the negative air unit discharge must be placed within 10 feet of the discharge, but not directly in the air stream, whenever possible.





If other interior demolition/renovation activities are taking place during non-contained abatement (glove-bag or wrap/cut abatement), ambient sampling in non-contained areas may be affected by dust from the other activities. Coordinated scheduling of activities should be considered.

Clearance air samples will be collected for all project activities taking place in containment by using aggressive air sampling. Aggressive air sampling is the use of an air blower, such as a leaf blower with the force of air unaltered and operating as it comes from the factory, directed at all surfaces in order to cause loose asbestos fibers to become airborne.

A minimum of two (2) clearance samples must be obtained in accordance with AHERA and OSHA regulations. If there is no room in a containment or mini containment for more than one pump, notify the Consultant immediately. The airflow from one clearance sample must not interfere with the airflow from the second clearance sample.

All clearance sampling/analysis will be by PCM. Clearance air samples will be collected for all project activities taking place in containments by using aggressive air sampling. Clearance will be achieved if no sample is reported greater than 0.01 f/cc

### 3.0 CONSTRUCTION NOTES

The Contractor will be responsible for filing the original 10-day notification and any subsequent amendments. Filing of phased notifications/amendments may be delegated to the Abatement Contractor, who will be aware of scheduling changes.

The Contractor will provide for personnel air sampling as required by federal and state regulations. The Consultant will not perform personnel air sampling for the Contractor.

The Contractor will be responsible for paying the required Asbestos Reporting Units (ARUs). The Contractor is to be current and in good standing on all asbestos abatement notification fees. The Owner reserves the right to verify Contractor's standing.



The Contractor will be responsible for routing water and electricity to the work areas. The Contractor will check with the Owner to see if on-site water and electricity may be used.

The Contractor will provide a clean, secure location at the site, with power, for the Consultant/Project Manager, to be used for sample analysis and storage of the Consultant/Project Manager's equipment. This can be an area of the Contractor's on-site job trailer, if one is available.

The Contractor will perform no abatement or disturbance of asbestos-containing materials unless the Consultant/Project Manager is at the job site and has acknowledged that work can commence.

The Contractor will not initiate abatement activities or otherwise disturb asbestos at the site until the site preparation has been inspected and approved by the Consultant/Project Manager.

The Contractor will be responsible for securing the work area while abatement activities are being performed. A security guard/fire watch will be required during all abatement activities.

The Consultant/Project Manager will perform a visual inspection of the abatement area after removal of the ACM but before clearance samples are taken in the containment or the glove bag/wrap-and-cut work area is released for occupation, renovation or demolition.

The Consultant/Project Manager will perform a final visual inspection of the area after the Contractor has removed all debris and other materials from the work areas. If any suspect debris is identified at this time, these materials/areas will be wet wiped and/or vacuumed with a HEPA vacuum by the Contractor prior to the Contractor leaving the site.

Contractor parking and disposal dumpster areas will be as designated by the Owner. The Contractor will keep work and parking areas clean.

Prior to any asbestos abatement activities, the Contractor will provide a licensed electrician to provide power lock-out and tag-out of all circuits to be affected by the asbestos abatement activities. Lock-out/Tag-out must meet OSHA 1910.147 requirements.



John A. Stone  
TDSHS Individual Asbestos Consultant  
License No. 10-5860 / Expires: 01.01.2026

The Contractor will install one fire extinguisher, with a minimum NFPA rating of 10BC (dry chemical), within the containment/work area for every 3,000 s.f., or fraction of containment area. Additional fire extinguishers will be installed in the Equipment Room and Clean Room.

The Contractor will conduct a safety meeting for Contractor's employees with emphasis on operation of fire extinguishers and emergency exits in case of fire.

Contractor's employees will not wear protective clothing and equipment in areas of the building outside the work area except during bag-out operations.

Contractor will have posted emergency phone numbers for the site supervisor, fire department, and police.

The Contractor will store a minimum of volatile substances on the job site and in fire resistant containers only.

The Consultant/Project Manager will not be responsible for site safety, or the ways and means utilized by the abatement contractor.

Ground-fault circuit interrupter (GFCI) units will be installed on all electrical circuits used within the regulated area(s).

The Contractor will exhaust any negative pressure ventilation system to the outside of building unless authorized by the Consultant/Project Manager.

Contract documents, general conditions and insurance requirements have been provided to the Contractor by the Owner.

All wastewater, including that from the decontamination shower, will be filtered through a 0.5-micron filter prior to disposal.

## 4.0 CONTRACTOR SUBMITTALS

Submittals required for proper execution include but are not limited to the following:



### Pre-Construction Submittals (submitted to Consultant/Project Manager)

- Regulatory Notification Information
- Fire Action Plan
- Emergency Phone List
- Project Schedule
- Copy of Written Respirator Program which conforms to 29 CFR 1910.134(b)
- OSHA Material Safety and Data Sheets (Product Handling)
- Negative Initial Exposure Assessment (if applicable)

### Construction Submittals (submitted to Consultant/Project Manager before start of work on-site)

- Accreditations: Worker, Supervisor, Transporter(s)
- NESHAP Training Certificate
- Personal Air Monitoring Lab Results
- List of Workers
- Worker Registration Certificates
- Medical Examination Results
- Worker Training Certificates
- Respiratory Fit Test Certificates
- Certificates of Worker Acknowledgement

### Project Closeout (Submitted to Owner)

- Contractor's Daily Log
- Waste Disposal Manifest Copies
- Certificate of Completion
- Releases Occupancy Permits (if applicable)
- Personal Air Monitoring Lab Results

### Resubmissions

Revise submittals as required and resubmit as specified for initial submittal. Indicate any changes which have been made other than those requested by Consultant/Project Manager

### **Contractor Responsibilities**

Illegible submittals will be rejected and returned for re-submittal.

Schedule submittals according to general flow of Work and so as to allow for adequate and timely review of submittals by **Consultant/Project Manager**.

Review submittals prior to submission and submit to **Consultant/Project Manager** in accordance with provisions herein.

Verify field measurements, construction criteria, catalog numbers and similar data.

Coordinate submittals with requirements of Work and Contract Documents.

**Contractor's** responsibility for errors or omissions is not relieved by **Consultant/Project Manager's** review.

**Contractor's** responsibility for deviations from requirements of Contract Documents is not relieved by **Consultant/Project Manager's** review, unless **Consultant/Project Manager** is notified of deviations in writing at time of submittal and gives written review of specific deviations.

Work that requires submittals will not begin until submittals have been reviewed and approved by **Consultant/Project Manager and the Owner**.

If required, reproduce and distribute copies after **Consultant/Project Manager's** review.

### **Consultant/Project Manager Responsibilities**

Review submittals within two working days or indicate in writing reasons for reviews which require additional time.

Review for conformance with design concept of project and information given in Contract Documents.

Indicate results of review and return submittals to **Contractor** for distribution. Review of separate items does not constitute review of an assembly in which items function.

**Consultant/Project Manager** is not responsible for job site safety or the ways and means utilized by the **Contractor**.

**Consultant/Project Manager** is not responsible for verification of field measurements, construction criteria, catalog numbers and other similar data



## 5.0 PRODUCTS (to be provided by contractor)

**Amended Water:** Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material.

**Disposal Bags:** Provide as a minimum, individual, 6-mil thick, leak tight, manufactured polyethylene bags.

**Disposal Bag Labels:** Provide labels with Owner's name, Contractor's name, Project site address and the following warnings and labels, in accordance with TCEQ, OSHA and USDOT regulatory requirements. Labels will be lettered with indelible ink.

First Label:

CAUTION  
CONTAINS ASBESTOS FIBERS  
AVOID OPENING OR BREAKING CONTAINER  
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR  
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U.S. Department of Transportation Regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances Final Rule:

RQ HAZARDOUS  
SUBSTANCE,  
CLASS 9,  
NA 2212, PG III  
(ASBESTOS)



**Polyethylene Wrap:** Provide minimum 6-mil polyethylene sheeting as a wrapping for large sections of rigid waste material. Provide minimum double layer of 6-mil polyethylene sheeting for floors. Provide minimum double layer of 4-mil polyethylene sheeting for wall areas.

**Removal Encapsulant:** Provide a penetrating type encapsulant designed specifically for removal of ACM. Utilize an encapsulant that will meet or exceed the results produced by use of Amended Water, as described above.

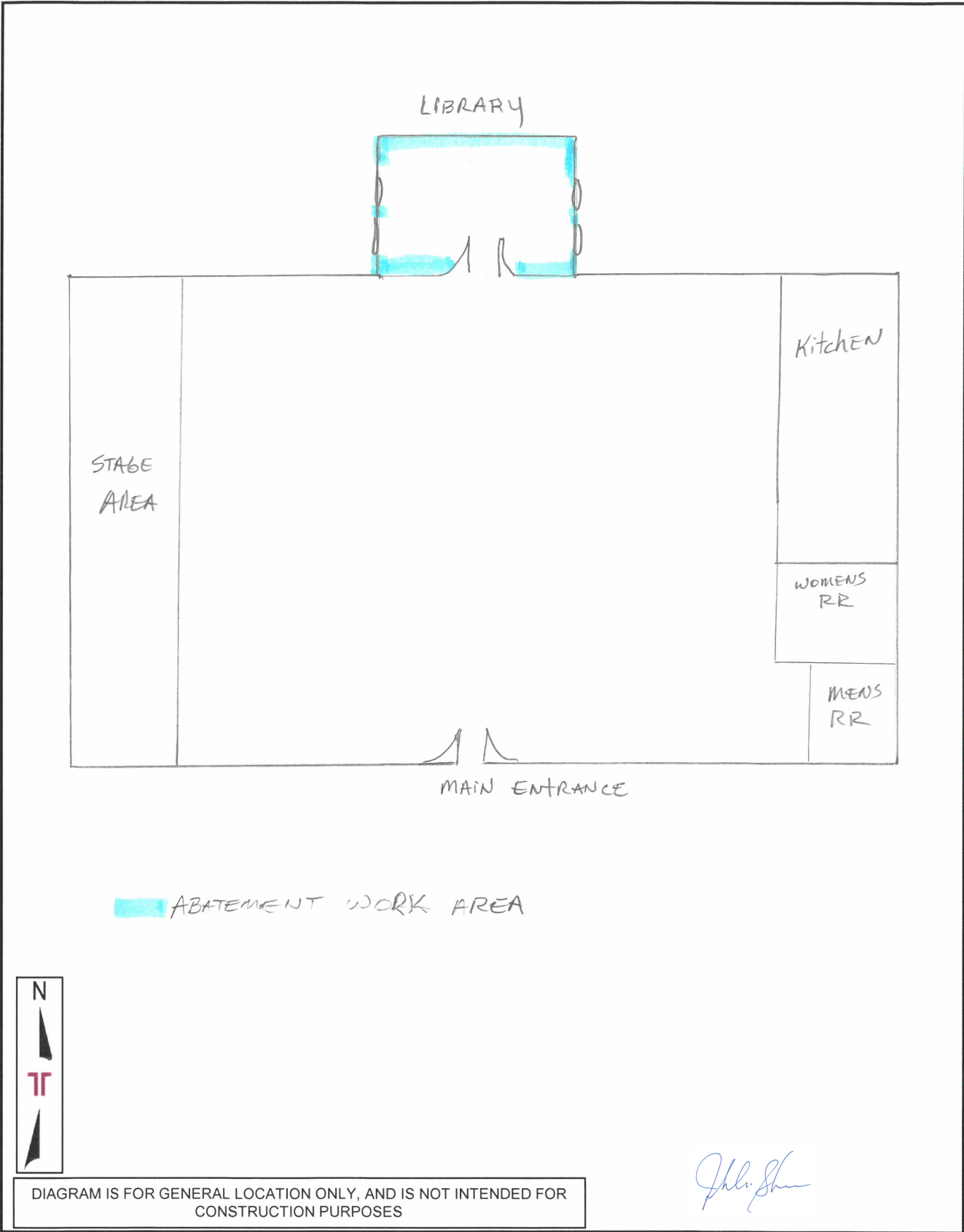
**Sprayer:** Provide a hand pump type pressure can garden sprayer fabricated out of either metal or plastic, equipped with a metal wand at the end of a hose that can deliver a stream or spray of liquid under pressure.

**Mastic Remover/Solvent:** Solvents with a flash point of 140 degrees Fahrenheit or below will not be used



**APPENDIX A**  
**SPECIFICATION DRAWINGS**





Project No.	92237534A
Name:	John A. Stone, Jr
TDSHS License No.:	10-5860
Date:	February 5, 2024

**Terracon**

11555 Clay Road, Houston, Texas 77043  
 PH. (713) 690-8989 FAX. (713) 690-8787

ASBESTOS ABATEMENT DIAGRAM
Blessing Community Center 560 FM 616 Blessing, Texas

EXHIBIT
A

## **APPENDIX B**

### **ASBESTOS SURVEY REPORT**

# Pre-Demolition Asbestos and Lead-Based Paint Inspection

Blessing Community Center

560 FM 616

Blessing, Texas

August 3, 2023

Terracon Project No. 92237534



**Prepared for:**

Urban Engineering

Victoria, Texas

**Prepared by:**

Terracon Consultants, Inc.

Houston, Texas

John A. Stone

TDSHS Licensed Asbestos Consultant

License Number 10-5860

[terracon.com](http://terracon.com)

# Terracon

Environmental



Facilities



Geotechnical



Materials



August 3, 2023

Mr. Matt Glaze  
Urban Engineering  
2004 N. Commerce  
Victoria, Texas 77901

Phone: 361 578 9836  
E-mail: [mglaze@urbanvictoria.com](mailto:mglaze@urbanvictoria.com)

Re: Pre-Demolition Asbestos and Lead-based Paint Inspection  
Blessing Community Center  
560 FM 616  
Blessing, Texas  
Terracon Project No. 92237534

Dear Mr. Glaze:

The purpose of this report is to present the results of the pre-demolition asbestos and lead-based paint (LBP) inspection performed on July 25, 2023 at the above-referenced location. This inspection was conducted in general accordance with Terracon Proposal No. P92327534 dated June 6, 2023. We understand that this inspection was requested due to the planned demolition of the building.

**Laboratory analysis confirmed the presence of asbestos at a concentration of 1% or greater in gypsum wallboard texture and joint compound within the Library.** Please refer to the attached report for details.

**Lead-based paint and lead-containing paint were identified in various painted surfaces throughout the interior and exterior of the building.** Please refer to the attached report for details.

Terracon appreciates the opportunity to provide this service to Urban Engineering. If you have any questions regarding this report, please contact us at 713-690-8989.

Sincerely,  
**Terracon Consultants, Inc.**

John A. Stone  
Project Manager

Kevin P. Maloney  
Senior Project Manager

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**PRE-DEMOLITION ASBESTOS AND LEAD-BASED PAINT INSPECTION**  
**BLESSING COMMUNITY CENTER**  
**560 FM 616**  
**BLESSING, TEXAS**  
**Terracon Project No. 92237534**  
**August 3, 2023**

## **1.0 INTRODUCTION**

Terracon Consultants, Inc. (Terracon) conducted a pre-demolition asbestos and lead-based paint (LBP) inspection of the Blessing Community Center located at 560 FM 616, Blessing, Texas. The inspections were conducted on July 25, 2023, by a State of Texas licensed asbestos consultant and lead risk assessor in general accordance with Terracon Proposal No. P92237534 dated June 6, 2023. Interior, exterior and roof building components were sampled, and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to sample accessible suspect materials, additional suspect but un-sampled materials could be in walls, voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA) and the Texas Asbestos Health Protection Rules (TAHPR). Samples were delivered to a State of Texas licensed laboratory for analysis by polarized light microscopy.

### **1.1 Project Objective**

We understand this ACM and LBP sampling was requested due to the planned demolition of the subject building. The TAHPR and Texas Senate Bill 509 require that an asbestos inspection be performed prior to issuance of a city construction permit and prior to any renovation within or demolition of a building. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated ACM (RACM) be identified, classified and quantified prior to planned disturbances or demolition activities.

## **2.0 BUILDING DESCRIPTION**

The site is the Blessing Community Center, and it is comprised of an approximately 5,000 square foot single-story building, built in 1921. The building is wood-framed with wood veneer exterior walls, pier and beam construction and peaked roof. Interior walls consist of mainly wood and gypsum wallboard. Ceilings consist of wood, gypsum wallboard and lay-in ceiling panels. The flooring consists of wood slats, carpet and sheet vinyl flooring.

## **3.0 ASBESTOS FIELD ACTIVITIES**

The sampling was conducted by Mr. John A. Stone, a State of Texas licensed asbestos consultant. A copy of his license is included in Appendix D. The sampling was conducted in general accordance with the sample collection protocols established in AHERA. A summary of sampling activities is provided below.

### **3.1 Visual Assessment**

Our sampling activities began with visual observation of the interior, exterior and roof of the building to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. Assessment was conducted throughout visually accessible areas of the building. Materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM.

### **3.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material that can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

### **3.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols and the TAHPR. Random samples of suspect materials were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Thirty-six (36) bulk samples were collected from twelve (12) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the inspection is included in the chain of custody in Appendix B.

### **3.4 Sample Analysis**

Bulk samples were submitted under chain of custody to Eurofins J3 Resources, Inc. (J3) of Houston, Texas, for analysis by polarized light microscopy per EPA methodology EPA/600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. J3 is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 200525-0) and licensed by the TDSHS (TDSHS No. 30-0273).

## **4.0 LEAD-BASED PAINT FIELD ACTIVITIES**

The LBP sampling was conducted by Mr. John A. Stone. The State of Texas regulations only govern lead-based paint activities in target housing or child-occupied facilities. Because the buildings are not considered target housing or child-occupied facilities, a state certification is not required; however, Mr. Stone is a State of Texas licensed risk assessor. A summary of sampling activities is provided below.

### **4.1 Visual Assessment**

Our sampling activities began with visual observation of the interior and exterior of the building to identify apparent homogeneous areas of suspect LBP. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application.

### **4.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect LBP was conducted to assess the condition of the materials. A visual determination of damage to the materials was performed.

### **4.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect LBP were collected. A random sample of suspect materials was collected in each homogeneous area. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Five (5) bulk samples were collected from five (5) homogeneous areas of suspect LBP. Bulk samples were collected from the following suspect materials identified:

- Exterior paint on wood trim – white
- Exterior paint on metal handrail - black
- Exterior paint on wood siding - gray
- Interior paint on gypsum wallboard – white
- Interior paint on wood trim - white



A summary of the collected suspect LBP samples is presented in the Chain of Custody included in Appendix C.

#### **4.4 Sample Analysis**

Bulk samples were submitted under chain of custody to Eurofins J3 Resources, Inc. (J3) of Houston, Texas, an AIHA-accredited laboratory (Laboratory ID No. 157714), for analysis by Flame AA – USEPA SW846 7420/3050B.

## **5.0 REGULATORY OVERVIEW**

### **5.1 ACM**

The TDSHS enforces the Asbestos NESHAP as adopted by reference at Texas Administrative Code Title 25, Part 1, Chapter 296, Subchapter A, Rule §296.3.

The asbestos NESHAP regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing materials prior to demolition or renovation activity. Under NESHAP, ACM is defined as containing greater than one percent (>1%) asbestos. ACM are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM include packings, gaskets, resilient floor coverings and asphalt roofing products containing 1% asbestos or more. Category II are any non-friable materials other than Category I materials that contain 1% asbestos or more.

Friable ACM, Category I and Category II non-friable ACM that are in poor condition and have become friable or which will be subjected to drilling, sanding, grinding, cutting or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The TDSHS also enforces the TAHPR. The TAHPR defines ACM as containing 1% or greater asbestos. The TAHPR require that any asbestos-related activity conducted in a public building be performed by personnel licensed by the TDSHS. RACM must be removed prior to renovation or demolition activities that will disturb the materials. Asbestos abatement must be performed by TDSHS-licensed asbestos abatement contractors in accordance with a project design prepared by a TDSHS-licensed asbestos consultant. Third-party air monitoring must be conducted prior to, during and following the abatement activities. Management Plans developed for the in-place management of asbestos-containing materials must be developed by a TDSHS-licensed management planner.

Both NESHAP and TAHPR require that the owner or operator of a building must provide the TDSHS with written notification at least 10 working days prior to the commencement of asbestos abatement activities that will disturb any amount of RACM. Written notification is also required for demolition of any building, even those that do not contain ACM.

The Occupational Safety and Health Administration (OSHA) standards at 29 CFR 1910.1001 and 29 CFR 1926.1101 regulate employee exposure to asbestos. These OSHA standards require that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an 8-hour time weighted average (TWA) and not exceed 1.0 asbestos fibers per cubic centimeter of air (1.0 f/cc) over a 30-minute time period, the excursion limit. The TWA and excursion limit together are known as the OSHA permissible exposure limits or PELs. The OSHA standard 29 CFR 1926.1101 categorizes activities that will disturb ACM into four classes and specifies work practices that must be followed when performing each class of work.

## **5.2 LBP**

OSHA regulations govern exposure of workers to lead regardless of the concentrations of lead identified in paint. The OSHA regulations, which have been established for general and construction industries, cover any type of workplace activity that could expose an employee to potential lead contamination (OSHA Standards 29 CFR 1926.62 and 1910.1025).

The OSHA standards for lead require that employee exposure to airborne lead be maintained below 50 micrograms of lead per cubic meter of air calculated as an eight-hour time-weighted average (TWA). The OSHA construction standard classifies construction activities that could result in exposure to airborne lead and specifies training requirements, engineering controls and work practices that must be followed when engaging in those activities.

EPA's Renovation, Repair and Painting (RRP) Rule addresses lead-based paint hazards created in target housing and child-occupied facilities. Target housing is a home or residential unit built before 1978. There are exceptions for elderly and disable persons and zero-bedroom dwellings. A child-occupied facility is a pre-1978 building that is visited regularly by the same child (under 6 years of age), for at least two different days during the week, and each visit lasts at least 3 hours. The combined weekly visits must be at least 6 hours, and the combined annual visits must be at least 60 hours. The RRP Rule Requires:

- Renovators (individuals) performing work in target housing or child-occupied facilities must be trained and certified.
- Renovation firms must be certified.
- Non-Certified workers must work under and be trained on-the-job by a certified renovator.
- Lead safe work practices must be followed.

- Certified renovators must educate owners/occupants.
- Training providers must be accredited.

The requirements listed above are triggered if renovation, repair, or painting activities will disturb more than 6 square feet of interior lead-based paint or 20 square feet of exterior lead-based paint in target housing or child-occupied facilities. Please note that the RRP does not replace lead-based paint abatement regulations (40 CFR 745.223) or the OSHA Lead in Construction Standard (29 CFR 1926.62). Federally assisted target housing must address lead hazards under the U.S. Department of Housing and Urban Development (HUD) Guidelines.

In the State of Texas, the Texas Environmental Lead Reduction Rules govern lead-based paint (containing 0.5% or greater lead by weight) in target housing (built before 1978) or child-occupied facilities such as day-care centers. Lead-containing paint in other types of facilities is not covered by state regulations in Texas.

## **6.0 FINDINGS AND RECOMMENDATIONS**

### **Asbestos**

**Laboratory analysis confirmed the presence of asbestos at a concentration of 1% or greater in gypsum wallboard texture and joint compound within the Library.**

A summary of the classification, condition and quantity of the confirmed ACM is presented in Appendix A. The Laboratory analytical report is included in Appendix B.

The identified ACM must be removed prior to renovation or demolition activities that may disturb it. The removal must be designed by a TDSHS-licensed asbestos consultant, be performed under a 10-day notification to TDSHS and be performed by a TDSHS-licensed asbestos contractor. Air monitoring must be performed before, during, and following asbestos abatement activities by a TDSHS-licensed asbestos consultant agency.

If suspect asbestos-containing materials are discovered during the course of the renovation or demolition work that were not sampled as part of this inspection, they should not be disturbed until the presence of asbestos is either confirmed or ruled out by laboratory analysis.

### **Lead**

The following tested material contained a concentration of lead above the HUD and TDSHS regulatory threshold of  $\geq 5,000$  parts per million (ppm). Therefore, this material is subject to the OSHA Lead Standard for Construction:

## Pre-Demolition Asbestos and Lead-Based Paint Sampling

Blessing Community Center ■ Blessing, Texas  
August 3, 2023 ■ Terracon Project No. 92237534



Sample ID	Paint Color	Substrate	Location	Condition	Lead Concentration (ppm)
LBP-01	White	Wood trim	Exterior of the building	Good	7100

The following materials were determined to contain concentrations of lead below the HUD and TDSHS regulatory threshold of  $\geq 5,000$  parts per million (ppm), but above the limit of detection for the analytical method performed. Therefore, these materials are also subject to the OSHA Lead Standard for Construction:

Sample ID	Paint Color	Substrate	Location	Condition	Lead Concentration (ppm)
LBP-02	Black	Metal	Handrail near entrance	Good	87
LBP-03	Gray	Wood	Exterior siding	Good	2600
LBP-04	White	Gypsum board	Restroom ceilings	Good	50
LBP-05	White	Wood	Kitchen trim	Good	270

The laboratory analytical data is included in Appendix C.

It is recommended that contracting personnel who may disturb the lead-based and/or the lead-containing coatings which are present in the building be made aware of the lead content in the materials so that they may exercise proper OSHA procedures for personnel protection and/or possibly employ protective procedures (US EPA Lead-Safe Work Practices) when working with the materials.

It is recommended that any metal components associated with the structure which are to be removed be segregated from the waste stream and be recycled rather than disposed of.

As the structure is a public facility rather than Child Occupied or Target Housing, HUD and TDSHS lead regulations do not apply to removal operations within the facility. It is, however, recommended that they be consulted as a general guideline for occupant protection.

Compliance with applicable OSHA lead regulations is the responsibility of the contractor performing the work and it is recommended that they be required to communicate potential lead hazards to their workforce and utilize lead-safe work practices such as outlined in the EPA Renovation, Repair, and Painting Final Rule (40 CFR 745) or applicable portions of the Structural Steel Painting Council (SSPC) Guidelines. It is further recommended that activities such as flame/torch dismantling, dry sanding and/or dry grinding of any components with lead-containing paint materials applied should be prohibited as part of any repair, renovation or demolition activity.

## Pre-Demolition Asbestos and Lead-Based Paint Sampling

Blessing Community Center ■ Blessing, Texas  
August 3, 2023 ■ Terracon Project No. 92237534



The identified lead-containing paint may become a source of lead-containing dust during demolition activities. Activities that generate airborne dust from paint containing any concentration of lead are regulated under the OSHA Construction Standard 29 CFR 1926.62.

If suspect lead-based paint or asbestos-containing materials are discovered during the course of renovation or demolition work that were not sampled as part of this inspection, they should not be disturbed until the presence of lead or asbestos is either confirmed or denied by laboratory analysis.

## 7.0 GENERAL COMMENTS

This pre-demolition asbestos and LBP sampling was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our inspection of the subject building. The information contained in this report is relevant to the date on which this inspection was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by Urban Engineering for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied, is made.

**APPENDIX A**

**SUSPECT ASBESTOS-CONTAINING MATERIALS**

**BLESSING COMMUNITY CENTER  
560 FM 616  
BLESSING, TEXAS  
Terracon Project No. 92237534**

<b>Sample No.</b>	<b>Description</b>	<b>Sample Location</b>	<b>Percent/Type Asbestos</b>	<b>NESHAP Classification</b>	<b>Condition</b>	<b>Estimated Quantity</b>
01-CT4-01-03	White 2'x4' gypsum ceiling tile	Kitchen	ND	NA	Good	~600 sf
02-CA4-04-06	White floor caulk	Kitchen	ND	NA	Good	~30 lf
03-MG8-07-09	Tan fiber reinforced panel with orange adhesive	Kitchen, men's restroom, and women's restroom	ND	NA	Good	~200 sf
04-AW2-10-12	Tan blown-in insulation	Kitchen	ND	NA	Good	TBD
<b>05-WB4-13-15</b>	<b>Painted gypsum wallboard – walls</b>	<b>Library</b>	<b>Texture: 2% Chrysotile</b> <b>Joint compound: 2% Chrysotile</b>	<b>Friable</b>	<b>Good</b>	<b>&lt;1,000 sf</b>

**Pre-Demolition Asbestos and Lead-Based Paint Sampling**

Blessing Community Center ■ Blessing, Texas  
 August 3, 2023 ■ Terracon Project No. 92237534



06-WB4-16-18	Painted gypsum wallboard – ceilings	Women’s and men’s restroom	ND	NA	Good	~320 sf
07-MG7-19-21	Tan carpet glue	Library	ND	NA	Good	~225 sf
08-CA1-22-24	White exterior window frame caulk	Front windows	ND	NA	Good	~100 lf
09-FC1-25-27	Tan sheet vinyl flooring	Kitchen	ND	NA	Good	~1,100 Sf
10-CA2-28-30	White exterior door frame caulk	Front entrance	ND	NA	Good	~38 lf (2 doors)
11-WP2-31-33	Stage curtain fabric	Stage	ND	NA	Good	~600 sf
12-RF3-34-36	Black composition roof shingle	Roof by entrance	ND	NA	Good	~5,000 sf

lf = linear feet                      sf = square feet                      N/A= not applicable                      TBD=To be determined in design                      ND= None Detected

Friable ACM are materials containing 1% asbestos or more that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I ACM include nonfriable gaskets, packings, asphaltic roofing materials, and resilient flooring containing more than 1 % asbestos. Category II ACM include all other nonfriable materials containing 1% asbestos or more.

**APPENDIX B**

**ASBESTOS ANALYTICAL LABORATORY DATA**



Report for:

**Aaron Dominguez**  
**Terracon - Houston**  
11555 Clay Rd.  
Ste. 100  
Houston, TX 77043

---

Regarding: Eurofins J3 Resources, Inc.  
Project: 92237534; Blessing Community Center  
EML ID: 3330765

Approved by:



Signatory  
Kenneth Castro

Dates of Analysis:  
Asbestos PLM (Layer %): 07-31-2023 and 08-01-2023

Service SOPs: Asbestos PLM (Layer %) (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins J3 Resources, Inc. ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
1-CT4-1. 16184664-1	Layer 1 White Ceiling Tile Homogeneity:Good	Not Detected	88% Non-Fibrous Material 10% Cellulose 2% Glass Fibers	
1-CT4-2. 16184665-1	Layer 1 White Ceiling Tile Homogeneity:Good	Not Detected	88% Non-Fibrous Material 10% Cellulose 2% Glass Fibers	
1-CT4-3. 16184666-1	Layer 1 White Ceiling Tile Homogeneity:Good	Not Detected	88% Non-Fibrous Material 10% Cellulose 2% Glass Fibers	
2-CA4-4. 16184667-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
2-CA4-5. 16184668-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
2-CA4-6. 16184669-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
3-MG8-7. 16184670-1	Layer 1 White FRP Homogeneity:Good	Not Detected	75% Non-Fibrous Material 25% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
3-MG8-8. 16184671-1	Layer 1 White FRP Homogeneity:Good	Not Detected	75% Non-Fibrous Material 25% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
3-MG8-9. 16184672-1	Layer 1 White FRP Homogeneity:Good	Not Detected	75% Non-Fibrous Material 25% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
4-AW2-10. 16184673-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	95% Mineral Wool 5% Non-Fibrous Material	
4-AW2-11. 16184674-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	95% Mineral Wool 5% Non-Fibrous Material	
4-AW2-12. 16184675-1	Layer 1 Tan Insulation Homogeneity:Good	Not Detected	95% Mineral Wool 5% Non-Fibrous Material	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
5-WB4-13. 16184676-1	Layer 1 Beige/ White Painted Texture Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 2 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
5-WB4-14. 16184677-1	Layer 1 Beige/ White Painted Texture Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
5-WB4-15. 16184678-1	Layer 1 Beige/ White Painted Texture Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	2% Chrysotile	98% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
6-WB4-16. 16184679-1	Layer 1 White Painted Texture Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
6-WB4-17. 16184680-1	Layer 1 White Painted Texture Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	
6-WB4-18. 16184681-1	Layer 1 White Painted Texture Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 2 Beige Tape Homogeneity:Good	Not Detected	100% Cellulose	
	Layer 3 White Joint Compound Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
	Layer 4 Brown/White Drywall with Brown Paper Homogeneity:Good	Not Detected	90% Non-Fibrous Material 10% Cellulose	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
7-MG7-19. 16184682-1	Layer 1 Tan Carpet Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material < 1% Synthetic Fibers	
7-MG7-20. 16184683-1	Layer 1 Tan Carpet Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material < 1% Synthetic Fibers	
7-MG7-21. 16184684-1	Layer 1 Tan Carpet Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material < 1% Synthetic Fibers	
8-CA1-22. 16184685-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
8-CA1-23. 16184686-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
8-CA1-24. 16184687-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
9-FC1-25. 16184688-1	Layer 1 Tan Sheet Flooring Homogeneity:Good	Not Detected	95% Non-Fibrous Material 5% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
9-FC1-26. 16184689-1	Layer 1 Tan Sheet Flooring Homogeneity:Good	Not Detected	95% Non-Fibrous Material 5% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
9-FC1-27. 16184690-1	Layer 1 Tan Sheet Flooring Homogeneity:Good	Not Detected	95% Non-Fibrous Material 5% Glass Fibers	
	Layer 2 Yellow Mastic Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
10-CA2-28. 16184691-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
10-CA2-29. 16184692-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
10-CA2-30. 16184693-1	Layer 1 White Caulk Homogeneity:Good	Not Detected	100% Non-Fibrous Material	
11-WP2-31. 16184694-1	Layer 1 Blue/ Beige Wrap Homogeneity:Good	Not Detected	95% Cellulose 5% Non-Fibrous Material	

**Comments:**

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

Client: Terracon - Houston  
 C/O: Aaron Dominguez  
 Re: 92237534; Blessing Community Center

Date of Sampling: 07-25-2023  
 Date of Receipt: 07-25-2023  
 Date of Report: 08-01-2023

**Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)**  
**Appx E Sub E 40 CFR 763 / EPA 600/R-93/116**

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	Comment
11-WP2-32. 16184695-1	Layer 1 Blue/ Beige Wrap Homogeneity:Good	Not Detected	95% Cellulose 5% Non-Fibrous Material	
11-WP2-33. 16184696-1	Layer 1 Blue/ Beige Wrap Homogeneity:Good	Not Detected	95% Cellulose 5% Non-Fibrous Material	
12-RF3-34. 16184697-1	Layer 1 Black Roofing Shingle Homogeneity:Good	Not Detected	88% Non-Fibrous Material 12% Glass Fibers	
12-RF3-35. 16184698-1	Layer 1 Black Roofing Shingle Homogeneity:Good	Not Detected	88% Non-Fibrous Material 12% Glass Fibers	
12-RF3-36. 16184699-1	Layer 1 Black Roofing Shingle Homogeneity:Good	Not Detected	88% Non-Fibrous Material 12% Glass Fibers	

**Comments:**

**Analyst(s):** Kenneth Castro

The total percentage of sample components shown may be greater than 100% when some components are detected at <1%.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers of that type were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

IH CH



003330765

Open Lab Fee

Submitter Name: Jay Stone Bill to: \_\_\_\_\_  
 Company: TERRACON Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 City/State: Houston TX Zip: \_\_\_\_\_ PO #: \_\_\_\_\_

**Project Information**

Project Name: Blessing Community Center Project Manager: Aaron D.  
 Project #: 92237534 Telephone - Office/Cell: \_\_\_\_\_  
 Reports - Email Address: \_\_\_\_\_  
 Invoice - Email Address: \_\_\_\_\_ Notification By: Email:  Verbal:

Special Instructions:

**Turnaround Times - Please Select One**

Emergency\*  1 Day  2 Day  3 Day  5 Day

**ASBESTOS**

PLM - Bulk	PCM - Air	TEM - Air	TEM - Bulk	TEM - Water	TEM - Dust	TEM/PLM Soil/Vermiculite/Ore
EPA 600/R-93/116 <input checked="" type="checkbox"/> Visual Estimation (<1%) <input type="checkbox"/> 400 Point Count 0.25% <input type="checkbox"/> 1,000 Point Count 0.1% <input type="checkbox"/> Gravimetric Reduction <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> NIOSH 9002 <input type="checkbox"/> OSHA ID-191	<input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> ASTM D7201 <input type="checkbox"/> ISO 8672 <input type="checkbox"/> OSHA ID-160	<input type="checkbox"/> AHERA <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> ASTM D6281 <input type="checkbox"/> ISO 10312 <input type="checkbox"/> ISO 13794	<input type="checkbox"/> Gravimetric Reduction (<1%) <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> Qualitative (+/-) <input type="checkbox"/> Drop Mount <input type="checkbox"/> Filtration	<input type="checkbox"/> EPA 100.2 Drinking Water <input type="checkbox"/> >10 µm fibers <input type="checkbox"/> ≥0.5 µm fibers <input type="checkbox"/> EPA 100.2 Effluent / WW Received on ice: <input type="checkbox"/> Yes <input type="checkbox"/> No Temp: _____	<input type="checkbox"/> ASTM D5755 Microvac <input type="checkbox"/> ASTM D6480 Wipe <input type="checkbox"/> 600/J-93/167 Carpet - EPA <input type="checkbox"/> Bulk Dust Qualitative	<input type="checkbox"/> ASTM 7521-TEM (+/-) <input type="checkbox"/> ASTM 7521-TEM (<1%) <input type="checkbox"/> CARB 435-Modified <input type="checkbox"/> Soil - PLM Only (+/-) <input type="checkbox"/> Vermiculite - TEM (+/-) <input type="checkbox"/> Vermiculite-Cincinnati <input type="checkbox"/> Erionite ID

**METALS**

**SILICA/PARTICULATES**

Flame AA	IC	ICP	X-Ray Diffraction / Gravimetric / Combustion Byproduct
<input type="checkbox"/> Lead in Paint - SW846 7000B/3050B <input type="checkbox"/> Lead in Air - NIOSH 7082 <input type="checkbox"/> Lead in Wipes - SW846 7000B/3050B <input type="checkbox"/> Lead in Soil - SW846 7000B/3050B <input type="checkbox"/> TCLP - SW846 7000B/1311	<input type="checkbox"/> Cr(VI) in Air - OSHA ID-215 <input type="checkbox"/> Cr(VI) in Wipe - OSHA ID-215 <input type="checkbox"/> Cr(VI) in Bulk - OSHA ID-215	<input type="checkbox"/> Metals in Air - NIOSH 7303 <input type="checkbox"/> Metals in Wipe - OSHA ID-121 <input type="checkbox"/> Metals in Bulk - OSHA ID-121 <input type="checkbox"/> Welding Fume - NIOSH 7303	<input type="checkbox"/> Respirable Crystalline Silica NIOSH 7500 / OSHA 142 <input type="checkbox"/> NIOSH 0500 - Total Particulates <input type="checkbox"/> NIOSH 0600 - Respirable Particulates ASTM 6602 - CBP <input type="checkbox"/> PLM <input type="checkbox"/> TEM <input type="checkbox"/> SEM

Total Number of Samples Submitted: 36 Positive Stop:  NO  YES  By Layer  By Sample

**Signatures**

Relinquished By: [Signature] Date: 7/25/23 Time: 1:30  
 Received By: [Signature] Date: 7/25/23 Time: 1:30  
 Relinquished By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\* Emergency TAT requires prior lab notification. All samples analyzed outside normal business hours are charged at Emergency rate.  
 \*\*TAT's are in Business Days rather than Hours (i.e. 1 Day TAT = End of Next Business Day)

Asbestos Sample Location Log

Terracon PN: 92237537

Inspector: J. Stone

Sample No: (HA, BS Code, Sample No.)	Written location where bulk sample is collected.	Collection Date
1 - CJ4 - 1	White 2x4 ceiling tile - (Gypsum) Kitchen	
-	↓	
-	↓	
2 - CA4 - 4	White Flood CAULK - # Kitchen	
-	↓	
-	↓	
3 - WGB - 7	TAN FIBER REINFORCED PANEL w/ ORANGE GLUE Kitchen	
-	↓	
-	MEN REST ROOM	
-	↓	
4 - AW2 - 10	TAN Blown IN INSULATION Kitchen	
-	↓	
-	↓	
5 - WB4 - 13	Painted Gypsum WALLBOARDS (WALLS) LIBRARY	
-	↓	
-	↓	
6 - WB4 - 16	Painted Gypsum WALLBOARDS (Ceilings) REST ROOMS	
-	↓	
-	↓	
-	↓	



Asbestos Sample Location Log

Terracon PN: 92237534

Inspector: JAG Stone

Sample No: (HA, BS Code, Sample No.)	Written location where bulk sample is collected.	Collection Date
7 - M47 - 19	TAN CARPET GLEUE LIBRARY	
. . . 20	↓	
. . . 21	↓	
8 - CA1 - 22	WHITE EXTERIOR WINDOW FRAME CAULK - FRONT WINDOWS	
. . . 23	↓	
. . . 24	↓	
9 - FC1 - 25	TAN VINYL FLOORING w/ MASCAL KITCHEN	
. . . 26	↓	
. . . 27	↓	
10 - CA2 - 28	WHITE EXTERIOR DOOR FRAME CAULK EXTERIOR FRONT DOOR	
. . . 29	↓	
. . . 30	↓	
11 - WP2 - 31	STAGE CURTAIN - STAGE	
. . . 32	↓	
. . . 33	↓	
12 - RF3 - 34	BLACK COMPOSITION ROOF STABLES ROOF	
. . . 35	↓	
. . . 36	↓	
. . .	↓	

**APPENDIX C**

**LBP LABORATORY ANALYTICAL DATA**

**Lead in Paint Performed by**  
**Flame AA – USEPA SW846 7000B/3050B (Mod.)**

**Aaron Dominguez**  
**Terracon Consultants Inc.**  
**11555 Clay Rd, Suite 100**  
**Houston, TX 77043**

**Order #:** 3334263  
**Project #:** 92237534  
**Receipt Date:** 25-Jul-2023  
**Analysis Date:** 31-Jul-2023  
**Report Date:** 31-Jul-2023

**Blessing Community Center**

<b>SAMPLE ID</b>	<b>PAINT COLOR</b>	<b>LEAD CONCENTRATION (ppm)</b>	<b>LEAD CONCENTRATION (%)</b>
LBP-01	White	7100	0.71%
LBP-02	Black	87	0.0087%
LBP-03	Gray	2600	0.26%
LBP-04	White	50	0.005%
LBP-05	White	270	0.027%

*Reporting Limit = 50.0 ppm N/A = Not Applicable*  
*INS = Insufficient Sample Weight NS = Not Submitted*

**Analyst:** Joseph Martinez



**Scott Ward, Ph.D. Lab Director**

Results apply to the sample as received and relate only to the items tested. The analysis has been conducted according to the method(s) listed above. Blank corrections are not applied to data unless requested by the customer. This report is for the exclusive use of the addressed customer and shall not be reproduced except in full without written approval by Eurofins J3 Resources, Inc. (EJ3). EJ3 is an EPA NLLAP recognized lab by the AIHA-LAP, LLC ELLAP (Lab ID: 157714). Unless otherwise noted, all quality control samples performed within specifications established by the laboratory. The estimated accuracy is solely based on recovery data from internal laboratory control samples at the 95% confidence interval (k = ~2) of the level of concern, derived from a 336.9 mg/Kg lead in paint certified reference material. The estimated accuracy does not account for uncertainty associated with the sampling process. Accuracy = +/-13%

# IH CHAIN OF CUSTODY



Testing

003334263

Open Lab Fee

EBET Order # (Lab use only)

Submitter Name: <u>Jay Stone</u>	Bill to:
Company: <u>TERRACON</u>	Address:
Address:	City/State: _____ Zip: _____
City/State: <u>Houston TX</u>	PO #:

### Project Information

Project Name: <u>Blessing Community Center</u>	Project Manager: <u>AARON D</u>
Project #: <u>92237534</u>	Telephones - Office/Cell
Reports - Email Address:	
Invoice - Email Address:	Notification By: Email: <input checked="" type="checkbox"/> Verbal: <input type="checkbox"/>
Special Instructions:	

### Turnaround Times - Please Select One

Emergency* <input type="checkbox"/>	1 Day <input type="checkbox"/>	2 Day <input type="checkbox"/>	3 Day <input type="checkbox"/>	5 Day <input checked="" type="checkbox"/>
-------------------------------------	--------------------------------	--------------------------------	--------------------------------	---

### ASBESTOS

PLM - Bulk	PCM - Air	TEM - Air	TEM - Bulk	TEM - Water	TEM - Dust	TEM/PLM Soil/Vermiculite/Ore
EPA 600/R-93/116 <input type="checkbox"/> Visual Estimation (<1%) <input type="checkbox"/> 400 Point Count 0.25% <input type="checkbox"/> 1,000 Point Count 0.1% <input type="checkbox"/> Gravimetric Reduction <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> NIOSH 8002 <input type="checkbox"/> OSHA ID-191	<input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> ASTM D7201 <input type="checkbox"/> ISO 8672 <input type="checkbox"/> OSHA ID-160	<input type="checkbox"/> AHERA <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> ASTM D6281 <input type="checkbox"/> ISO 10312 <input type="checkbox"/> ISO 13794	<input type="checkbox"/> Gravimetric Reduction (<1%) <input type="checkbox"/> Matrix Reduction (+/-) <input type="checkbox"/> Qualitative (+/-) <input type="checkbox"/> Drop Mount <input type="checkbox"/> Filtration	<input type="checkbox"/> EPA 160.2 Drinking Water <input type="checkbox"/> >10 µm fibers <input type="checkbox"/> ≥0.5 µm fibers <input type="checkbox"/> EPA 160.2 Effluent / WW Received on Ice: <input type="checkbox"/> Yes <input type="checkbox"/> No Temp: _____	<input type="checkbox"/> ASTM D5755 Microvac <input type="checkbox"/> ASTM D6480 Wipe <input type="checkbox"/> 600/J-93/167 Carpet - EPA <input type="checkbox"/> Bulk Dust Qualitative	<input type="checkbox"/> ASTM 7521-TEM (+/-) <input type="checkbox"/> ASTM 7521-TEM (<1%) <input type="checkbox"/> CARB 435-Modified <input type="checkbox"/> Soil - PLM Only (+/-) <input type="checkbox"/> Vermiculite - TEM (+/-) <input type="checkbox"/> Vermiculite-Cincinnati <input type="checkbox"/> Erionite ID

### METALS

### SILICA/PARTICULATES

Flame AA	IC	ICP	X-Ray Diffraction / Gravimetric / Combustion Byproduct
<input type="checkbox"/> Lead in Paint - SW846 7000B/3050B <input type="checkbox"/> Lead in Air - NIOSH 7082 <input type="checkbox"/> Lead in Wipes - SW846 7000B/3050B <input type="checkbox"/> Lead in Soil - SW846 7000B/3050B <input type="checkbox"/> TCLP - SW846 7000B/1311	<input type="checkbox"/> Cr(VI) in Air - OSHA ID-216 <input type="checkbox"/> Cr(VI) in Wipe - OSHA ID-215 <input type="checkbox"/> Cr(VI) in Bulk - OSHA ID-215	<input type="checkbox"/> Metals in Air - NIOSH 7303 <input type="checkbox"/> Metals in Wipe - OSHA ID-421 <input type="checkbox"/> Metals in Bulk - OSHA ID-421 <input type="checkbox"/> Welding Fume - NIOSH 7303	<input type="checkbox"/> Respirable Crystalline Silica NIOSH 7500 / OSHA 142 <input type="checkbox"/> NIOSH 0500 - Total Particulates <input type="checkbox"/> NIOSH 0600 - Respirable Particulates ASTM 6602 - CBP <input type="checkbox"/> PLM <input type="checkbox"/> TEM <input type="checkbox"/> SEM

Total Number of Samples Submitted: 5 Positive Stop:  NO  YES  By Layer  By Sample

Signatures			
Relinquished By: <u>[Signature]</u>	Date: <u>7/25/23</u>	Time: <u>1:35</u>	
Received By: <u>[Signature]</u>	Date: <u>7/25/23</u>	Time: <u>12:15</u>	
Relinquished By: _____	Date: _____	Time: _____	
Received By: _____	Date: _____	Time: _____	

\* Emergency TAT requires prior lab notification. All samples analyzed outside normal business hours are charged at Emergency rate.

\*\*TAT's are in Business Days rather than Hours (i.e. 1 Day TAT = End of Next Business Day)

Asbestos Sample Location Log

Terracon PN: 92237534

Inspector: J. Stone

LEAD PAINT

Sample No: (HA, BS Code, Sample No.)	Written location where bulk sample is collected.	Collection Date
-LBP- 1	EXTERIOR - WHITE PAINT ON WOOD TRIM	
-LBP- 2	BLACK ON METAL HAND RAIL	
-LBP- 3	GRAY EXTERIOR PAINT ON WOOD SIDING - Building exterior	EXTERIOR - By Enamel
-LBP- 4	INTERIOR - WHITE ON GYPSUM WALLBOARD CEILING - REST ROOMS	
-LBP- 5	INTERIOR - WHITE ON TRIM - Kitchen	
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		
-		

**APPENDIX D**

**LICENSES**



Texas Department of State Health Services

TERRACON CONSULTANTS INC

*is certified to perform as an*

Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



**License Number: 100157**

**Expiration Date: 11/30/2024**

**Control Number: 97529**

*Jennifer Shuford, MD*  
**Jennifer Shuford, MD, MPH,**  
**Commissioner of Health**

**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Texas Department of State Health Services

J3 RESOURCES INC DBA  
J3 RESOURCES, INC.

*is certified to perform as an*

Asbestos Laboratory

PCM, PLM, TEM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



**License Number: 300273**

**Expiration Date: 04/15/2024**

**Control Number: 96606**

*John Hellerstedt*  
**John Hellerstedt, M.D.,  
Commissioner of Health**

**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK





**Texas Department of  
State Health Services**

**Asbestos Individual Consultant**

**JOHN A STONE**  
License No. **105860**  
Control No. **97985**  
Expiration Date: **1-Jan-2024**



## **APPENDIX C**

### **TDSHS NOTIFICATION**

## **SECTION 03 10 00 - CONCRETE FORMWORK**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### **1.2 DESCRIPTION OF WORK**

The work of this section includes all labor, materials and equipment required to form all cast-in-place concrete shown on the drawings including but not limited to all slabs, joists, beams, walls, stairs, and equipment pads.

#### **1.3 CODES AND STANDARDS**

Comply with the provision of the following codes, specifications and standards except where more stringent requirements are shown or specified:

- A. ACI 301 "Specifications for Structural Concrete for Buildings"
- B. ACI 318 "Building Code Requirements for Reinforced Concrete"
- C. Concrete Reinforcing Steel Institute "Reinforced Concrete, Manual of Standard Practice"
- D. ACI SP-4 "Formwork for Concrete"

In addition, all formwork shall be designed, erected, supported, braced, and maintained as a minimum according to ACI Standard 347 "Guide to Formwork".

#### **1.4 RESPONSIBILITY**

The design, construction and safety of all formwork shall be the responsibility of the General Contractor. The Contractor shall also be responsible for determining when temporary supports, shores, backshores, and other bracing may be safely removed.

### **PART 2 - PRODUCTS**

#### **2.1 FORMS FOR EXPOSED FINISH CONCRETE**

Unless otherwise specified, formwork for exposed concrete surfaces shall consist of plywood, metal, metal framed plywood, or other acceptable surface. Formwork shall provide a continuous straight and smooth surface conforming to the joint system as specified on the Architect's drawings. Form material shall have sufficient thickness to withstand pressure of concrete without bow or deflection. Plywood shall be overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid

Concrete Form", Class I, or plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge sealed, with each piece bearing legible inspection trademark.

## 2.2 FORMS FOR UNEXPOSED FINISH CONCRETE

Unless otherwise specified, formwork for unexposed concrete surfaces shall be constructed with plywood, lumber, metal or other acceptable material. Lumber shall be dressed on at least two edges and one side for tight fit.

## 2.3 FORMWORK COATINGS

Formwork coatings shall be a commercial formulation that will not bond with, stain, nor adversely affect concrete surfaces or impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede curing with water or curing compounds. Provide a product that has a maximum VOC (Volatile Organic Compounds) of 350 mg/l but not greater than permitted by the local government agency having jurisdiction in the area where the project is located.

## 2.4 NAILS AND FASTENERS

Use only galvanized nails and fasteners for securing formwork in structures exposed to weather or unconditioned spaces such as garages, canopies and porte-cocheres.

# PART 3 - EXECUTION

## 3.1 FABRICATION AND CONSTRUCTION

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347.
- B. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming

keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and patch forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Form Ties:

Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is 1 1/2" inside concrete and will not leave holes larger than 1" diameter in concrete surface. Provide only galvanized form ties in structures exposed to weather or unconditioned spaces.

H. Provisions for Other Trades:

Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.

### 3.2 CLEANING AND TIGHTENING

Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and all other debris just prior to concrete placement. Retighten forms and bracing prior to concrete placement as required to prevent mortar leaks and maintain proper alignment.

### 3.3 CLEANING AND RE-USE OF FORMS

Forms reused in the work shall be repaired and cleaned. Split, frayed, delaminated, or otherwise damaged facing material will not be acceptable for exposed surfaces. Forms intended for successive concrete placement shall have surfaces cleaned, fins and laitance removed, and joints tightened to avoid surface offsets. New form coating compound shall be applied to reused forms. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

### 3.4 TOLERANCES

Unless specified otherwise, all tolerances for concrete formwork shall conform to ACI Standard 117, "Standard Tolerances for Concrete Construction and Materials". Before concrete placement the Contractor shall check lines and levels of erected formwork and make any corrections and adjustments as required to ensure proper size and location of concrete members and stability of forming systems. During concrete placement the Contractor shall check formwork and supports to ensure that forms have not displaced and that completed work will be within specified tolerances.

### 3.5 SHORES AND SUPPORTS

#### A. Definitions

1. Shores: Vertical or inclined support members designed to carry the weight of formwork, concrete, and construction loads above.
2. Reshores: Shores placed snugly under a stripped concrete structural member after the original forms and shores have been removed from the member, thus requiring the member to carry its own weight and superimposed construction loads at the time of installation. Reshores are assumed to carry no load at the time of installation. After the installation of reshores, superimposed construction loads are assumed to be distributed among all members connected by reshores.
3. Backshores: Shores placed snugly under a stripped concrete structural member after the original formwork and shores have been removed from a small area without allowing the structural member to deflect or support its own weight or superimposed construction loads. It is assumed that backshores carry the same load as that carried by the original shores they replace.

Comply with ACI 347 for shoring, reshoring and backshoring in concrete construction and as herein specified where more stringent:

#### B. Structures with Three Supported Levels or Less:

Extend shoring from soil supported slab or suitable subgrade to uppermost level for structures with three structurally supported levels or less.

### 3.6 REMOVAL OF FORMS AND SUPPORTS

#### A. Curing and Stripping Concrete Cylinders:

The General Contractor shall be responsible for making and curing stripping concrete cylinders, cured under field conditions, for the purpose of determining concrete strength at time of form and shore removal. Such cylinders shall be made by the Contractor and tested by his testing laboratory.

**B. Formwork Not Supporting Concrete:**

Formwork not supporting concrete such as sides of beams, walls, columns and similar parts of the structure, may be removed after cumulatively (not necessarily consecutively) curing at not less than 50°F for 12 hours after placing concrete, provided the concrete is sufficiently hard so as not to be damaged by form removal operations and provided curing and protection operations are maintained. If ambient air temperatures remain below 50°F or if retarding agents are used, then this specified minimum period should be increased as required to safely remove the forms without damage to the concrete. Where such forms also support formwork for slab or beam soffits, the removal times of the latter shall govern.

**END OF SECTION 03 10 00**





## **SECTION 03 20 00 - CONCRETE REINFORCEMENT**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections apply to work of this section.

#### **1.2 DESCRIPTION OF WORK**

The work of this section includes labor, materials, hardware, equipment, transportation and services required to fabricate and place all reinforcement for cast-in-place concrete including bars, welded wire fabric, ties and supports shown on the drawings and as specified.

#### **1.3 QUALITY ASSURANCE**

##### **A. Codes and Standards:**

Comply with all provisions of the following codes, specifications and standards except where more stringent requirements are shown or specified:

1. ACI 315, "ACI Manual of Standard Practice for Detailing Reinforced Concrete Structures".
2. ACI 318, "Building Code Requirements for Reinforced Concrete."
3. Concrete Reinforcing Steel Institute, "Reinforced Concrete, Manual of Standard Practice".
4. Concrete Reinforcing Steel Institute, "Placing Reinforcing Bars."

#### **1.4 SHOP DRAWINGS**

- A. Shop drawings and samples for all reinforcing steel and related accessories shall be submitted for the Engineer's approval.
- B. Shop Drawings shall show layout, bending and assembly diagrams, bar schedules, stirrup spacing, splicing and laps of bars and shall be prepared in accordance with ACI 315.

#### **1.5 TESTING AND INSPECTION**

Perform all tests and inspections specified in Laboratory Testing Section of these specifications.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### A. Reinforcement:

##### 1. Reinforcing Steel:

All reinforcing steel shall conform to the " Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement," ASTM A615 Grade 60 unless noted otherwise on the drawings. All reinforcing steel required to be welded shall conform to ASTM A 706 "Standard Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement".

##### 2. Tie Wire:

Tie wire shall be annealed steel tie wire, minimum 16 gauge. Provide only plastic coated or stainless steel tie wire in exposed concrete structures and all architectural concrete.

#### B. Supports for Reinforcement:

Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations.

##### 1. Slabs-on-Grade:

Use supports with sand plates or horizontal runners.

### 2.2 SPLICES

#### A. Splice Type and Lap Lengths:

Required splice type and lap lengths are defined on the drawings. Lap splice lengths for unscheduled bars not shown otherwise on the drawings shall be 40 bar diameters minimum.

## PART 3 - EXECUTION

### 3.1 FABRICATION AND DELIVERY

#### A. Bending and Forming:

Fabricate bars of indicated sizes and accurately form to shapes and lengths indicated and required, by methods not injurious to materials. Do not heat reinforcement for bending. Bars with kinks or bends not scheduled will be rejected.

B. Marking and Shipping:

Bundle reinforcement and tag with suitable identification to facilitate sorting and placing. Transport and store at site so as not to damage material. Keep sufficient supply of tested, approved and proper reinforcement at the site to avoid delays. Maintain reinforcing bars free of mud, dirt, grease, or other coating.

3.2 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports and as herein specified.
- B. Before placing and again before concrete is placed, clean reinforcement of loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Exercise particular care to maintain proper distance and clearance between parallel bars and between bars and forms. Provide metal spreaders and spacers to hold steel in position. Support steel at proper height upon approved chairs.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Coordinate with other trades and expedite materials and labor to avoid omissions and delay.
- F. Install waterproof membrane or moisture barrier as specified prior to placing steel for concrete slabs-on-grade.
- G. Extend reinforcement continuous through construction joints or, if approved on the shop drawings, provide dowels of sufficient length to develop the full tension or compression strength of the bar as applicable.
- H. Provide and place additional reinforcing steel at all sleeves and openings in beams, slabs and walls as specified on the drawings. Where reinforcement is interrupted by sleeves or openings not shown on the drawings, consult with Engineer for instructions for placing and splicing of bars. Provide required additional reinforcing steel at no additional cost to the Owners.

3.3 REINFORCING STEEL SPACING AND COVERAGE

A. Reinforcing Steel Coverage

Reinforcing steel coverage should conform to the requirements specified in the General Notes. Cover specified shall be considered minimums that may require increasing where reinforcing steel intersects for different member types. Cover in

structural members not specified in the General Notes shall conform to the requirements of ACI 318-08 Section 7.7 unless specified otherwise on the drawings.

B. Reinforcing Steel Spacing:

The clear distance between parallel bars in a layer shall be not less than the bar diameter nor 1". Where parallel reinforcement is placed in 2 or more layers, bars in the upper layer shall be placed directly above bars in the lower layer with clear distance between layers of not less than 1".

3.4 SPLICING REINFORCING STEEL

A. All lap splices in reinforcing steel shall be contact lap splices unless detailed otherwise on the drawings.

B. Maintain proper cover between reinforcing bars at splices.

C. Lap unscheduled reinforcing bars not otherwise specified a minimum of 40 bar diameters at splices. Lap welded wire fabric a minimum of one full wire mesh plus two inches.

3.5 SHRINKAGE AND TEMPERATURE REINFORCEMENT

Provide shrinkage and temperature reinforcement at right angles to main top and bottom bars for all structural slabs unless detailed otherwise on the drawings. See drawings for sizes and spacings.

3.6 MECHANICAL AND PLUMBING REQUIREMENTS

Refer to Mechanical and Plumbing Drawings for formed concrete requiring reinforcing steel. Such reinforcement shall be furnished as part of the work of this section.

3.9 QUALITY CONTROL TESTING DURING CONSTRUCTION

See Testing Laboratory Services section of these specifications for concrete reinforcement inspection and test requirements.

**END OF SECTION 03 20 00**

**SECTION 03 31 00 - EPOXY RELATED WORK**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

Drawings and general provisions of contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to the work of this section.

1.2 SCOPE OF WORK

A. Installation of epoxy grouted dowels or reinforcing steel, and bonding fresh concrete to hardened concrete. Such work shall be done by the Contractor in strict conformance to these specifications.

1.3 QUALITY ASSURANCE

A. Applicable Standards

1. American Society for Testing and Materials (ASTM)

C881 Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete

2. American Concrete Institute (ACI)

ACI 503 R Use of Epoxy Compounds with Concrete

ACI 503.1 Standard Specification for Bonding, Hardened Concrete, Steel, Wood, Brick, and Other Materials to Hardened Concrete with a Multi-Component Epoxy Adhesive

ACI 503.2 Standard Specification for Bonding Plastic Concrete to Hardened Concrete with a Multi-Component Epoxy Adhesive

ACI 503.3 Standard Specification for Producing a Skid-Resistant Surface on Concrete by the Use of Multi-Component Epoxy System

ACI 503.4 Standard Specification for Repairing Concrete with Epoxy Mortars

B. Manufacturer's Qualifications

Companies furnishing the epoxy materials shall have a proven track record of at least five years. Furthermore, they shall have in existence a program of training, certifying and supporting a nationally organized program of approved contractors. Evidence of this shall be made available to the Engineer/Architect upon request.

C. Contractor's Qualifications: Contractor performing the work shall be an approved contractor by the manufacturer furnishing the epoxy materials, and shall have no less than five years experience in the various types of epoxy related work required in this project. A notarized certification from the manufacturer attesting to the training shall be submitted to the Engineer/Architect along with the proposal to do the work.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR EPOXY MATERIALS:

- A. All epoxy material shall be new and manufactured within the shelf life limitations set forth by the manufacturer.
- B. Epoxy shall be a two-part epoxy adhesive material, and shall be of epichlorohydrin/amine type. Polysulphide epoxies are not acceptable.
- C. Epoxy used shall be insensitive to the presence of water and moisture, and shall be capable of application and of strength development even when applied to damp surfaces having a temperature of 40° or above.
- D. Epoxy used shall develop a minimum strength of 6310 psi in tension and 12000 psi in compression at the end of seven days.
- E. Epoxies used shall not deteriorate under approximately 200 freeze thaw cycles.
- F. Epoxies used shall be 100% solids without solvents.
- G. Bonding and strength characteristics of epoxies shall be stable when exposed to ultraviolet rays.

### 2.2 ADDITIONAL REQUIREMENTS FOR EPOXY MORTARS

- A. Epoxy mortar used for bonding, patching, and resurfacing, shall have the following additional properties:
  - 1. Epoxy mortar shall be non-sagging.
  - 2. Sand used in preparing mortar shall be graded oven dry quartzite and furnished in bags.
  - 3. The epoxy mortar patch material shall match the existing texture and color of exposed concrete without giving a blotchy appearance. A test patch shall be applied for approval prior to final acceptance of the mortar. Size of test patch shall be approximately equal to the size of the average mortar patch to be used on the project.

### 2.3 GENERAL REQUIREMENTS FOR POLYMER MODIFIED CEMENTITIOUS MORTARS:

- A. Mortar used for bonding, patching, and resurfacing in exposed or exterior environmental conditions with large cyclic temperature changes shall have the following properties:
  - 1. Mortar shall be non-sagging.
  - 2. Coefficient of thermal expansion shall be comparable with that of concrete ( $5.5 \times 10^{-6}$  in/in/°F).
  - 3. Sand used in preparing mortar shall be graded oven dry quartzite furnished in bags.
  - 4. The mortar patch material shall match the existing texture and color of exposed concrete without giving a blotchy appearance. A test patch shall be applied for approval prior to final acceptance of the mortar. Size of test patch shall be approximately equal to the size of the average mortar patch to be used on the project.

### PART 3 - EXECUTION

#### 3.1 EPOXY MORTAR:

##### A. Applicator's Qualifications

1. Epoxy mortar repair work shall only be performed by contractors who have successfully used this process on at least three similar structural repairs of equal scope which have performed successfully for a minimum period of five years.
2. Only adequately trained and experienced personnel shall be used on the job.

##### B. Surface Preparation

1. Concrete surface to which the epoxy mortar is to be applied shall be exposed parent concrete free of loose and unsound materials. Surface preparation shall be done by abrasive blasting, waterblasting or as otherwise required by the manufacturer.
2. Necessary approvals shall be obtained by the Contractor from authorizing governmental or other agencies prior to abrasive blasting. Abrasive blasting operations shall comply with the requirements of OSHA and NIOSH (National Institute for Occupational Safety and Health) Standard PB-246-697.
3. Surfaces shall be free of any deleterious materials such as laitance, dust, dirt, and oil.
4. Any exposed reinforcing steel shall also be cleaned and be free of rust and other contaminants. Cleaning shall be accomplished by mechanical means. Use powered wire brushes in locations where reinforcing steel cannot be cleaned by abrasive-blasting or water-blasting. All exposed reinforcing steel shall be coated with a corrosion inhibiting product specified elsewhere in this specification prior to mortar application.
5. Prime the cleaned surface with primer as required by the manufacturer.

##### C. Concrete Surface Inspection

1. Ensure that the surface temperature is at least 40°F to permit wetting of concrete surface by epoxy coating.
2. The Contractor shall evaluate the moisture content of concrete surface receiving epoxy mortar. This shall be done by determining if moisture will collect at bond lines between concrete and epoxy mortar before epoxy has cured. Evaluate this by taping a piece of polyethylene sheet to the concrete. If moisture collects on underside of the polyethylene sheet before epoxy would cure, then allow concrete to dry sufficiently to prevent the possibility of moisture between old concrete and new epoxy.

##### D. Mortar Application

1. Condition epoxy compound components to a temperature between 65°-80°F unless otherwise recommended by the manufacturer. Epoxies beyond this range of temperature shall not be used.
2. Stir each of the two parts of epoxy separately before mixing. Then mix in a clean container free of contaminants.

3. Thoroughly blend epoxy components and sand with Jiffy mixers (made by The Jiffy Mixer Co., Irvine, California) to a uniform and homogenous mixture. Small batches of one quart or less may be mixed by spatulas, palette knives or similar devices.
4. Mixing should be accomplished well within the pot life of epoxy (three minutes when using Jiffy mixer or five minutes when mixed by hand) after allowing for time required for application.
5. Apply mortar by trowel or other means suitable for the consistency of the epoxy-sand mortar mix.
6. Build up the repair area in layers with mortar thicknesses within those specified by the manufacturer (1/4" maximum per layer).
7. Consolidate the mortar thoroughly to remove entrapped air.
8. Finish surface of mortar to match the texture and contours of existing concrete.
9. Allow mortar to cure in accordance to manufacturers recommendations.

E. Cleanup

1. Protect surfaces surrounding the work areas against spillage.
2. Epoxy and epoxy mortar spillages shall be cleaned before they set.
3. Cleanup all portions of the existing structure that are soiled or stained in the process of epoxy mortar repair work.

3.2 EPOXY GROUTED BOLTS, DOWELS OR REINFORCING STEEL:

A. Applicator's Qualifications

1. Epoxy grouting of bolts, dowels or reinforcing steel shall only be performed by contractors who have had successful experience on a minimum of three projects of similar scope.
2. Only adequately trained epoxy applicators shall be used on the job. Furnish current certificate of training on request.

B. Surface Preparation

1. All bolts, dowels and reinforcing bars shall be abrasive blasted no more than eight hours before the grouting. If evidence of oxidation exists on the surface, the bolts, reinforcing bars and dowels shall be recleaned. Blast-clean surfaces using Steel Structures Painting Council, Surface Preparation No. 6, to give a surface condition corresponding to ASa2, BSa2, CSa2 of SSPC Vis 1, depending on the initial surface condition of the steel surface. Prior to blast-cleaning, clean surfaces to conform to SSPC SP1, SP2, and SP3, as required.
2. All holes shall be clean of dust, debris, and contaminants. Use compressed air from an oil-and-water-free compressed air source prior to epoxy application.

C. Drilling Holes for Embedment

1. Use only rotary-percussion type drills for drilling holes.



2. Drills shall be fitted with bits having single tooth that produce large cuttings, and hollow stem drill rods that permit simultaneous blowing of compressed air providing immediate expulsion of the cuttings from the hole.
3. Do not cut through any reinforcing steel unless indicated otherwise on the drawings. Use small diameter exploratory holes to detect presence of reinforcing steel prior to drilling holes for grouting.
4. Core drilling equipment, and electric impact hammers or other tools which do not provide for immediate expulsion of the drill cuttings shall not be used.
5. Unless noted otherwise on the drawings, depth of hole used for embedding the bolts, bars or dowels shall be at least fifteen times their diameter.
6. Unless noted otherwise on the drawings, the center to center distance between the embedded bolts, bars or dowels shall be at least twelve times their diameter.
7. Unless noted otherwise on the drawings, the edge distance shall be at least six times the diameter of the bolt, bar or dowel.
8. Hole diameter shall normally be 1/4" larger than the outside diameter of the embedded item. In no case shall the hole diameter be 3/8" larger than the diameter of the embedded item.

D. Epoxy Application

1. Condition epoxy compound materials at a temperature between 65°-80°F unless otherwise recommended by the manufacturer. Epoxies beyond this range of temperature shall not be used.
2. Mix epoxy materials in a clean container free of contaminants.
3. Thoroughly blend epoxy components with mechanical mixers to a uniform and homogenous mixture. Mix small batches (up to 1 quart) by use of spatulas, palette knives, or similar devices. Take care to use proper proportions of the epoxy components when using small batches.
4. Mixing shall be accomplished well within the pot life of the epoxy after allowing for time required for application.
5. Partially fill the hole with epoxy. Then insert the bolt, dowel or reinforcing bar into the hole such that the resin material oozes out around the embedded item, ensuring complete contact. Twist the bolt, dowel or bar slightly as it is inserted in the hole to ensure complete contact.
6. As an alternative to inserting the embedded item after the epoxy is poured in the hole, the bolt, dowel, or bar may be positioned in the hole and filled up with epoxy by hand caulking guns or injected with an in-head mixing equipment. In either case, the nozzle shall be provided with a hose or tube of sufficient length to reach the bottom of the hole being filled.
7. Where the holes are horizontal or overhead, the opening shall be covered by a masking or a duct tape. Make a split in the tape and insert the epoxy injection tube through the split. Fill hole completely with epoxy and then insert the embedded item through the split tape. Amount of epoxy should be such that a small amount of material oozes through the split. Twist the bolt, dowel or bar slightly as it is inserted in the hole to ensure complete contact.

8. Do not apply epoxy in the rain or in the presence of standing water.

E. Cleanup

1. Protect surfaces surrounding the work area against spillage.
2. Epoxy oozed out from the holes and spillages shall be cleaned before they become difficult to remove.
3. Cleanup whatever portions of the existing structure are soiled or stained in the process of grouting the bolts, dowels or reinforcing bars.

**END OF SECTION 03 31 00**

## **SECTION 05 40 00 – COLD-FORMED METAL FRAMING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
1. Formed metal stud framing.
  2. Framing accessories.
- B. Related Requirements:
1. Section 01 83 12 – Windstorm Rated Construction.
  2. Section 06 10 00 – Rough Carpentry.
  3. Section 07 21 00 – Thermal and Acoustical Insulation.
  4. Section 07 62 00 – Sheet Metal Flashing and Trim.
  5. Section 08 11 00 – Metal Doors and Frames.
  6. Section 09 21 16 – Gypsum Board Assemblies.

#### **1.2 REFERENCES**

- A. ASTM International:
1. ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  2. ASTM A525 – General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
  3. ASTM A653 – Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  4. ASTM A591 – Steel Sheet, Cold-Rolled, Electrolytic Zinc-Coated.
  5. ASTM C645 – Non-Load (Axial) Bearing Steel Studs, Runners (Track) and Rigid Furring Channels for Screw Application of Gypsum Board.
  6. ASTM C754 – Installation of Steel Framing Members to Receive Screw-Attached Gypsum Wallboard, Backing Board, or Water-Resistant Backing Board.
  7. ASTM A1003 – Standard Specification for Sheet Steel, Carbon, Metallic and Non-Metallic Coated for Cold-Formed Framing Members.
- B. GA 203 – Installation of Screw-Type Steel Framing Members to Receive Gypsum
- C. Metal Framing Manufacturers Association
1. MFMA – Guidelines for the Use of Metal Framing.
- D. Steel Structures Painting Council
1. SSPC – Steel Structures Painting Manual.
- E. Codes
1. 2015 International Building Codes.
  2. City of Portland Amendments and ordinances.
- F. Texas Department of Insurance (TDI):
1. 2006 Texas Revisions to the 2006 International Building Code: Windborne Debris Protection.

2. Windstorm Inspections Program, <http://www.tdi.texas.gov/wind/index.html>

### 1.3 DESCRIPTION OF WORK

- A. Extent of coldformed metal framing used as structural support for exterior cladding and/or used as loadbearing support for any floor or roof areas is shown on the drawings.
- B. Design and size components to withstand dead, live and wind loads. Wind loads shall be calculated on pressure and suction of wind acting normal to plane of wall as calculated in accordance with International Building Code, 2015 edition. Refer to Drawings for design wind speed velocity. Design shall be under the direction and seal of an engineer currently licensed in the state of Texas.
- C. Maximum Allowable Wall Framing Deflection: Unless otherwise indicated, provide maximum allowable deflection of  $L/360$  where studs back up masonry limit deflections to  $L/600$ .
- D. Design wall system to provide for movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
- E. Design system to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.
- F. Types of coldformed metal framing units include the following:
  - 1. Non-load bearing studs

### 1.4 QUALITY ASSURANCE

- A. Component Design: Compute structural properties of studs and joists in accordance with "Specification for Design of Cold-Formed Steel Structural Members" latest edition, as published by the American Iron & Steel Institute (AISI).
- B. Codes and Standards:
  - 1. "Structural Welding Code - Sheet Steel", AWS D1.3 as published by the American Welding Society (AWS).
  - 2. "Recommended Practices for Resistance Welding Coated Low Carbon Steels", AWS C1.3, as published by the American Welding Society.

### 1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's product information and installation instructions for each item of coldformed framing and accessories.
- B. Shop Drawings: Submit shop drawings for all coldformed metal framing used to support exterior cladding. Shop drawings shall indicate placing of all framing members showing type, size, gage, number, location and spacing. They shall also indicate supplemental strapping, bracing, splices, bridging, accessories and details required for proper installation. Shop drawings must indicate type of fastening system used along with size and number of fasteners.
  - 1. Welded connections shall show size and length of welds for all connections.
  - 2. Screwed connections shall show type, size, and number of screws for all connections. Submit manufacturers data giving strength values for screws used.

- C. Exterior cold formed framing submittals shall include:
1. Sealed calculations and drawings illustrating that both the components and fasteners (along with the attachment to the substrate indicated in the Contract Documents) meet the Performance Requirements. The designer responsible for the drawings and calculations shall be a Professional Engineer licensed in the State of Texas.
  2. Sealed calculations and drawings illustrating that stud size and spacing is coordinated with required Exterior Covering fastening patterns. Calculations and details shall illustrate that furring, stiffeners, and other infill also meet the Performance Requirements. The designer responsible for the drawings and calculations shall be a Professional Engineer licensed in the State of Texas.
  3. Sealed calculations and drawings illustrating that serviceability (deflection) criteria for metal stud backup meet the Performance Requirements for each type of veneer. The designer responsible for the drawings and calculations shall be a Professional Engineer licensed in the State of Texas.
  4. Sealed calculations and drawings illustrating that exterior stud wall and soffit framing meets the Texas Department of Insurance (TDI) Windstorm Debris Protection Requirements. The designer responsible for the drawings and calculations shall be a Professional Engineer licensed in the State of Texas.
  5. Material properties (ASTM designations) of all components (along with any corrosion-resistant coatings) meeting the Performance Requirements along with the fastening patterns intended to be installed on the Project.

The Engineer of record will not be responsible for coldformed metal framing erected without approved shop drawings.

## 1.6 DELIVERY AND STORAGE

- A. Protect metal framing units from rusting and damage. Deliver to project site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Store off ground in a dry ventilated space or protect with suitable waterproof coverings.

## PART 2 - PRODUCTS

### 2.1 SYSTEM COMPONENT

- A. Cold-formed Steel Light-frame Construction – Includes all exterior cold formed framing including, but not limited to roof rakes, eaves, fascia, and exterior soffits such as at entry alcoves, patios, and roof overhangs..
1. The design and installation of cold-formed steel shall be in accordance with AISI
  2. Studs shall be spaced so that fasteners can meet the Performance Requirements of all Exterior Coverings for wall stud backup. If framing member spacing exceeds that required for Exterior Coverings, the wall stud designer shall also design all necessary infill and stiffeners to ensure that each Exterior Covering is properly fastened in accordance with its applicable Performance Requirements.
  3. Out-of-plane deflection for stud backup must be no greater than  $H/600$  for masonry veneer under 0.7 times the component and cladding loading.
- B. With each type of metal framing indicated on the Architectural or Structural Drawings, provide manufacturer's standard steel runners (tracks), blocking, lintels, clip angles, shoes,

reinforcements, fasteners and accessories as recommended by the manufacturer for applications indicated, as needed to provide a complete metal framing system.

## 2.2 GRADES OF STEEL

- A. For 16-gage and heavier units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 50,000 psi and conform to ASTM A 446 and/or A 570.
- B. For 18-gage and lighter units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 33,000 psi and conform to ASTM A 446 and/or A 570.

## 2.3 FINISH

- A. Provide galvanized finish to all metal framing components complying with ASTM A 525 for minimum G60 coating.

## 2.4 TYPES

- A. Cee "C"-Shape Loadbearing and Exterior Cladding Studs:

Manufacturer's standard load-bearing steel studs of size, shape, and gage indicated, with 1.625" flange and flange return lip.

Subject to compliance with requirements, manufacturers offering Cee "C"-shaped, load-bearing steel studs which may be incorporated in the work include, but are not limited to, the following:

1. Dietrich Industries
2. The Steel Network

## 2.5 FABRICATION

- A. General: Framing components may be prefabricated into panels prior to erection. Fabricate panels plumb, square, true to line and braced against racking with joints welded. Perform lifting of prefabricated panels in a manner to prevent damage or distortion.
- B. Connections:
  1. Type: Connection of coldformed metal components shall be welded as indicated on the drawings.
  2. Design Forces: Connections of members shall develop the full allowable tensile force of the members connected unless calculations are submitted substantiating lower forces.
  3. Welded Connections: Connection of coldformed metal components shall be made using arc welding or resistance welding methods. All welding shall be performed in accordance with the latest recommended procedures and practices of the American Welding Society, AWS C1.3 "Recommended Practices for Resistance Welding Coated Low Carbon Steels" and AWS D1.3 "Specification for Welding Sheet Steel in Structures". Welding process along with weld sizes and lengths necessary to develop the member forces specified shall be shown on the shop drawings. Protection of the weld area after welding shall be accomplished using a zinc-rich galvanizing repair paint.
  4. Wire tying of framing components in structural applications shall not be permitted.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION AND PREPARATION**

- A. Pre-Installation Conference: Prior to start of installation of metal framing systems, meet at project site with installers of other work including door and window frames and mechanical and electrical work. Review areas of potential interference and conflicts, and coordinate layout and support provisions for interfacing work.

### **3.2 INSTALLATION**

- A. Manufacturer's Instructions: Install metal framing systems in accordance with manufacturer's printed or written instructions and recommendations, unless otherwise indicated.
- B. Runner Tracks: Install continuous tracks sized to match studs. Align tracks accurately to layout at base and tops of studs. Secure tracks as recommended by stud manufacturer for type of construction involved, except do not exceed 24" o.c. spacing for nail or powder-driven fasteners, or 16" o.c. for other types of attachment. Abutting pieces of track shall be securely spliced together. Provide fasteners at corners and ends of tracks.
- C. Set studs plumb, except as needed for diagonal bracing or required for non-plumbwalls or warped surfaces and similar requirements. Splices in axially loaded and non-loaded bearing exterior cladding stud systems shall not be permitted.
- D. Provide four (4) studs at each intersecting wall and three (3) studs at each corner.
- E. Where stud system abuts structural columns or walls, including masonry walls, anchor ends of stiffeners to supporting structure.
- F. Install supplementary framing, blocking and bracing in metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to the wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or loading resulting from item supported.
- G. Installation of Wall Stud System: Studs shall be seated firmly against the track webs allowing load transfer by direct bearing without complete dependence on the connection to the track. Connect studs to top and bottom runner tracks by either welding or screw fastening as indicated on the drawings at both inside and outside flanges.
- H. Frame wall openings larger than 2'-0" square with double stud at each jamb of frame except where more than 2 are either shown or indicated in manufacturer's instructions. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with stud shoes or by welding, and space jack studs same as full-height studs of wall. Secure stud system wall opening frame in manner indicated.
- I. Frame both sides of expansion and control joints, with separate studs; do not bridge the joint with components of stud system.
- J. Horizontal Bridging:

1. Install horizontal bridging in all non-loadbearing exterior cladding stud systems, spaced (vertical distance) at not more than 4'-0" o.c. Weld at each intersection.
  2. Install horizontal bridging in all loadbearing stud systems spaced (vertical distance) at not more than 3'-4" o.c. Provide positive welded connection at each stud intersection.
  3. Provide stud bracing during construction as required for studs to carry construction loads.
- K. Sheathing Attachment: Provide attachment of interior and exterior sheathing and wall material to each stud in accordance with Section 5 (Bracing Requirements) of the AISI Specification.

**END OF SECTION 05 40 00**



## **SECTION 05 50 00 – METAL FABRICATIONS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SCOPE**

- A. Furnish all materials, labor and equipment shown on the drawings, specified herein or required for completion of the work.

### **MATERIALS**

- A. Unless noted otherwise on the plans, all structural steel shall comply with ASTM A36, latest edition and amendments.

### **SHOP DRAWINGS**

- A. Provide completely detailed shop drawings showing anchorage placement, member placement and erection plans indicating all member sizes, locations, bridging, bracing, connections, methods of assembly, etc. The Contractor shall carefully check these drawings, then submit them to the Architect. The Architect may conduct limited spot checks aimed solely at determining general comprehension of the work detailed, then return them to the Contractor. The Contractor shall then carefully re-check the drawings and approve them prior to fabrication.
- B. The Architect's spot check does not relieve the Contractor from correcting, at his own expense, any work or re-fabricating items which may be found not to comply with the requirements and intent of the plans and specifications.

### **FABRICATION & ERECTION**

- A. Comply with requirements of the Manual of Steel Construction, Specifications for Buildings as amended to date, and the Code of Standard Practice, latest edition as adopted by the American Institute of Steel Construction. Welding shall comply with Standard Code of Arc and Gas Welding in Building Construction as published by the American Welding Society, except that all welding is by the electric arc process.
- B. Welds shall be made only by welders and welding operators who have been qualified within the preceding 12 months by tests as prescribed in the Standard Code for Welding in Building Construction of the American Welding Society, to perform the type of welding required. All welders working on the project shall be assigned an identifying symbol to be placed on or near each weld for identification. The Contractor shall maintain a record of all welders employed, date of qualification and identification symbol assigned to each.
- C. Field correcting or altering by "torching", or otherwise, shall not be permitted unless prior approval is obtained from the Architect or Engineer. This applies to fabrication errors as well as work to accommodate other trades. Any errors which prevent the proper assembly of parts or components as detailed shall be reported to the fabricator for correction.

### **WELDS**

- A. All welds shall be full penetration fillet welds.
- B. Grind all welds smooth prior to priming or galvanizing.

## **PAINTING**

- A. Steel to be primed shall receive a shop primer coat of Sherwin-Williams "KROMIK", Pittsburgh "IRONHIDE", Negley "ZINC CHROMATE RUST INHIBITIVE PAINT", or equal. After erection, all field welds, bolts, and abraded areas of surfaces shall receive a touch-up of the same paint as the shop primer coat.

## **NON - SHRINKING GROUT**

- A. Use non-shrinking grout as indicated on the plans. Use Master Builders Company "EMBEKO", Sonneborn Chemical & Refining Corporation's "SONOGROUT 14K", or equal, mixed according to the manufacturer's written instructions.

## **MISCELLANEOUS**

- A. Furnishing bolts, anchors, inserts, drive pins, expansion shields, lag screws, ramset fasteners, toggle bolts, dovetail anchors and other fastening devices as required and/or indicated on the drawings necessary for the fastening of wood nailing and stripping and furring members to each other and to masonry, concrete or other adjoining materials needed to complete the work is an obligation of the General Contractor, and he shall be responsible for their furnishing and erection whether they are mentioned in other divisions of these specifications or not.

**END OF SECTION 05 50 00**

## **SECTION 06 10 00 – ROUGH CARPENTRY**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **LUMBER GRADING**

- A. Stamp each piece with the grade and species.
- B. Grade to the standards of one of the following associations:
  - 1. Southern Pine Association
  - 2. Western Wood Products Association

### **LUMBER**

- A. Surfaced on all sides (S4S).
- B. Lumber shall fall within the following moisture content ranges:
  - 1. Southern Pine, 12% average, 15% maximum.
  - 2. West Coast Soft Woods, 15% average, 19% maximum.
- C. Unless stated otherwise in the specifications or on the drawings, lumber shall have the following minimum grading for use on the project:
  - 1. Southern Pine, #2 common.
  - 2. West Coast Soft Woods, standard for structural use and utility for on-structural use.
  - 3. Pressure Treated Wood, "Smart Sense" by Osmose.

### **WOOD TREATMENT**

- A. Stamp each piece of lumber with the type of treatment and amount of retention.
- B. Pressure Treated Wood, "MicroPro/Smart Sense" by Osmose.
- C. After treatment, lumber shall be dried to maximum moisture content of 19% prior to installation.

### **MATERIAL**

- A. Roof fascia, nailers, bottom plates, rough bucks in exterior walls, etc., shall be #2 or better yellow pine treated lumber.
- B. Interior and exterior partition framing, headers, partition blocking, rough bucks, blocking in drywall for cabinet and shelving supports, grab bars and other specialties, etc., shall be #2 or better yellow pine. "white wood" studs can be used for non-load bearing partitions only.
- C. Refer to Structural Drawings for notes relative to wood framing as well. Any wood types or structural properties referred to specifically on the structural drawings supersede these specifications.

### **INSTALLATION**

- A. Treated fascia, curbs, cant strips, nailers, etc., shall be nailed or bolted as shown on the drawings and set straight and even.
- B. Window and door bucks and blocking, nailers, etc., shall be screwed, nailed, bolted or attached with drive-pin fasteners as shown on the drawings and set straight and even.
- C. Bolts or other fasteners shall be placed a maximum of 18" from the end of all pieces.
- D. All wall studs shall be typically spaced at 16" o.c. (certain areas are noted to be 12" o.c.) and shall be toe-nailed to bottom plates.

## **ROUGH HARDWARE**

- A. Use common nails, typically, but countersunk wood screws for all tension joints.
- B. All fasteners and other hardware exposed to weather shall have a galvanized finish. Refer to literature provided by manufacturer of pressure treated lumber and provide finishes on all fasteners used for treated lumber that are approved by the manufacturer to resist corrosion due to contact with chemicals used in the wood treatment process.
- C. Bolts and other anchors shall have a minimum 3/8" diameter unless shown otherwise. Provide washers when securing wood. Bolts and anchors shall have galvanized finish when used in exterior exposure, exterior wall construction or placed in slabs on grade. Provide the proper type of bolt or anchor, i.e., bolt and nut, toggle bolt, expansion bolt, bolt and lead shield, lag screws, etc., as required by condition of use.
- D. Refer to Structural Drawings for notes relative to fasteners, joist hangers or other special hardware needed when adding additional lumber members to strengthen existing structural components of the building.
- E. Unless shown otherwise on the drawings all nailing and fastening of framing members shall at a minimum be in accordance with Table 2304.9.1, Fastening Schedule, in the 2009 International Building Code.

## **PLYWOOD**

- A. Mezzanine decking, shall be 3/4" plywood. Refer to structural drawings for requirements.
- B. Install plywood using galvanized drywall screws (or other corrosion resistant fasteners as approved by Architect) at maximum 6" o.c. at edges and 12" o.c. intermediate (6" o.c. intermediate at curved roof sheathing).

## **WORKMANSHIP**

- A. Carefully plan and lay out all work as required to carry out the intent of the contract documents. Coordinate with other trades requiring stripping, blocking, nailers, etc., and locate these items as required to properly accommodate their work.

**END OF SECTION 06 10 00**

## **SECTION 06 20 00 – FINISH CARPENTRY**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **REFERENCE SPECIFICATIONS**

- A. Work under this section shall be governed by “Quality Standards of the Architectural Woodwork Industry”, AWI (Latest Edition), Premium Grade except when another grade is specifically referenced.
- B. Fabricator must demonstrate a minimum of 5 years experience in manufacture of architectural woodwork that complies with AWI Standards.

### **SUBMITTALS**

- A. Submit three (3) copies of shop drawings indicating veneer, AWI Grade, construction details and location of each millwork item at the project.
- B. Submit actual samples of all materials, solid stock and plywood.
- C. Submit actual samples of plastic laminates.

### **SOLID STOCK WOOD**

- A. Paint grade, base, wall trim, door trim, window trim, cabinet style, rail, trim, banding, corner blocks, etc. and other pieces as detailed on the drawings shall be S4S, C & better grade, fir, poplar or parana pine.
- B. Mill all solid stock wood to sizes and shapes as detailed on the drawings, use longest lengths possible and miter corners and joints.
- C. Paint grade, wall trim, etc. shall be S4S, C & better grade, fir, poplar or parana pine.
- D. Moisture content at time of installation shall be between 8% and 13% in relation to oven-dry weight.

### **PLYWOOD**

- A. Plywood shall be AWI premium grade with lumber or veneer core. Particleboard cores are not acceptable.
- B. Plywood for painted telephone/data equipment boards shall have A-B grade birch paint-grade veneer. Wood edge where exposed to view and wood edge all sides of adjustable shelving.
- C. Plywood for wall paneling, stained cabinets and shelving shall have premium solid piece birch veneer, grade 1. Wood edge where exposed to view and wood edge all sides of adjustable shelving.

### **LAMINATE CLAD COUNTERTOP – AWI CUSTOM GRADE**

- A. Countertop frames shall be fabricated in accordance with Section 400 B except as modified herein.
- B. Construction shall be as detailed.
- C. Edge treatment shall be in accordance with Section 400 B except bottom edges of doors and edges of shelves shall be banded; laminate edges before faces.
- D. Cabinet tops shall be fabricated in accordance with Section 400 C except as modified herein.

- E. Cores, countertops, back & side splashes and window sills shall be 3/4" thick, grade B, plywood. No particle board. Double layer tops required in certain locations as shown on the drawings.
- F. Laminate cladding shall be NEMA LD3 general purpose plastic laminate; color and patterns as indicated in drawings; GP-50 (0.050 inch) nominal thickness for all surfaces; PF-42 (0.042 inch) nominal thickness for post-formed fabrications. Laminates are noted specifically on the plans.
- G. Apply edge laminate before top laminate.
- H. Provide topset backsplashes with full returns.
- I. Balancing sheets shall be Mill option of CL-20 laminate or low pressure laminate.

## **CABINETS & SHELVING**

- A. The following definitions shall apply to cabinetwork:
  - 1. Exposed; surfaces visible when doors and drawers are closed. Bottoms of cases and shelves more than 2'-0" above the floor and the back of hinged doors.
  - 2. Semi-exposed; surfaces that become visible when drawers and doors are opened. Tops of cases and shelves more than 6'-0" above the floor and bottoms of cases and shelves less than 2'-0" above the floor.
  - 3. Concealed; surfaces permanently hidden after installation such as backs or sides of cabinets against walls.
- B. Cabinet construction shall be of plywood or solid stock. Particleboard is not acceptable. The following thicknesses of materials shall be used for cabinet construction and shelving unless noted differently on the plans. :
  - 1. Cabinet bottoms, ends and divisions shall be 3/4" thick.
  - 2. Face plates shall be equal to door thickness with 3/4" minimum.
  - 3. Cabinet backs and drawer bottoms shall be 1/4" thick plywood (1/2" plywood for file drawer bottoms). Drawers over 24" wide require center bottom support. Reinforce backs with strips or braces to limit area to 12 square feet.
  - 4. Drawer fronts shall be 3/4" thick.
  - 5. Drawer backs and sides shall be 1/2" thick.
  - 6. Shelves shall be 3/4" thick up to 41" wide.
  - 7. Install 3/4"x1-1/2" thick edge on front of 3/4" shelves 42" wide and over.
  - 8. Doors shall be 3/4" thick.
  - 9. Doors shall be 3/4" thick with perimeter moulding when detailed on drawings.
- C. Cabinet construction shall be a full overlay style with 1-1/2" of cabinet face stiles and rails typically showing between doors and drawers faces.

## **HARDWARE**

- A. The following cabinet hardware shall be provided.
  - 1. Hinges shall be Salice, 120 degree, casework hinge, or equal, and required baseplates for half or partial overlay construction. Provide blocking behind face stiles at hinge locations. Provide number of hinges as recommended by manufacturer for particular door size and weight.
  - 2. Door and drawer pulls shall be Stanley 4477AL-4", "Ribbon Pulls" or equal.
  - 3. Standard drawer slides shall be KV 8400 series, 100 lb. rated, full extension, or equal.
  - 4. File drawer slides shall be KV 8500 series, 150 lb. rated, full extension, or equal.
  - 5. File drawers shall have KV 476F ZC letter-size file followers with KV 476TZC track, or equal. Provide 1/2" thick plywood drawer bottoms at file drawers and recess follower track in 2-1/4" wide x 1/4" deep slot.

6. Adjustable cabinet shelving standards shall be KV 255BRN with KV 256WAL supports, or equal.
7. Adjustable wall mounted shelving standards shall be KV 87ANO with KV 187ANO heavy duty brackets, or equal. Provide wood blocking in walls at standard locations.
8. Cabinet door and drawer locks, when shown on plans, shall be National C8053-14 cam locks, or equal, keyed alike in groups as directed by Owner.

## **FABRICATION**

- A. Fabricate architectural woodwork in strict accordance with AWI Standard Details for Grade specified, shop assemble in the largest possible sections and deliver to site.
- B. Provide that work that cannot be shop assembled be given trial fit at the shop to ensure proper and expeditious field assembly. Join shop assemblies with mortise and tenon and dowels and glued blocks where practical. Mortises and tenons shall be of such size as will provide maximum strength in assembled joint. Provide blind tenons where exposed in finished work.
- C. When necessary to cut and fit on site, provide material with ample allowance for cutting; provide trim for scribing and site cutting.
- D. Apply plastic laminate finish in full, uninterrupted sheets consistent with manufactured sizes; corners and joints hairline; slightly eased edges.
- E. Mechanically fasten backsplash to countertops with concealed steel brackets at 16" on center.
- F. Apply laminate balancing sheet to reverse side of surface finished with plastic laminate in accordance with AWI Standard.
- G. Shop assemble architectural woodwork items for delivery to site in sizes easily handled and to ensure passage through building openings.

## **SITE CONDITIONS**

- A. Deliver architectural woodwork products only when site environmental conditions are adequate to receive such products.
- B. Store products in ventilated areas with constant temperatures between 60 degrees F and 80 degrees F and relative humidity between 25 and 55 percent.
- C. Maintain temperature and humidity in installation area as required to maintain content of installed woodwork within a 1.0 percent tolerance of the optimum moisture content from the date of installation through the remainder of the construction period.

## **INSTALLATION – GENERAL**

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims.
- B. Scribe and cut woodwork to fit adjoining work and refinish cut surfaces. Repair damaged finish at cut ends.
- C. Install to a tolerance of 1/8" in 8'-0" of plumb and level (including tops). Variations in flushness of adjoining surfaces are unacceptable.
- D. Anchor woodwork to built-in blocking or attach directly to substrates.
- E. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing.

- F. Leave surfaces clean and true with exposed wood sanded parallel with grain, free of discernable marks, dusted and ready for final finish.
- G. Countersink semi-concealed anchorage devices used to wall-mount components and conceal with solid plugs of species to match surrounding wood. Place flush with surrounding surfaces.

### **INSTALLATION**

- A. Install countertops no more than 1/8" in 8'-0" of sag, bow or other variation from a straight line.
- B. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fittings. Verify locations of cutouts from on-site dimensions. Make cutouts for field penetration only after Architect's approval. Prime paint or seal contact surfaces of cutouts.
- C. Anchor tops secure to base units and other support systems.

### **ADJUSTMENT & CLEANING**

- A. Repair damaged and defective woodwork to eliminate functional and visual defects.
- B. Where repairs are not acceptable to Architect, replace woodwork. Adjust joinery for uniform appearance.
- C. Clean woodwork on exposed and semi-exposed surfaces.
- D. Touch up damaged and soiled finishes and adjacent areas.

### **MATERIAL LOCATIONS**

- A. Stained, painted or laminated finished components are clearly noted on the drawings.

**END OF SECTION 06 20 00**



## **SECTION 07 21 00 – THERMAL AND ACOUSTICAL INSULATION**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SCOPE**

- A. Install acoustical wall insulation in interior metal stud framed walls.
- B. Install acoustical insulation on top of all lay-in ceiling.

### **MATERIALS**

- A. Thermal insulation shall be 6 1/4" thick, R-19 "Thermal" unfaced as manufactured by Owens Corning Fiberglass Corporation, or equal.
- B. Interior wall and ceiling acoustical insulation shall be 6 1/4" thick, R-19 "Thermal" unfaced or 3 1/2" thick, R-11 "Noise Barrier" unfaced fiberglass as manufactured by Owens Corning Fiberglass Corporation. Provide 6 1/4" thick insulation at 6" stud walls and ceilings. Provide 3 1/2" thick insulation at 3 5/8" stud walls.
- C. Refer to Section 13 34 19 Metal Building Systems for Exterior wall and roof insulation requirements.

### **EXAMINATION**

- A. Consult with tradesmen whose work precedes and follows insulation installation to insure that their preparatory and finish work coordinates in an orderly fashion with work under this section.
- B. Clean substrates of substances harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.
- C. Do not install any insulation until the building has been made substantially water and weathertight.

### **INSTALLATION**

- A. Install Batt insulation with joints butting tightly. Cut to fit around obstructions.
- B. Attach to channel frame work or substrate with wire spring clips; between framing members by friction fit, and with supplementary tape or tie wire when applied in heights over 8 feet. Fit around obstructions.
- C. Support for batt insulation, friction fit where the insulation stud cavity is not enclosed on both sides.
  - 1. Insert wires through fiberglass insulation extending from stud to stud. Wires may be installed continuously through the punch outs of the steel stud framing. Or, heavy gauge wire may be cut slightly larger than each stud space and wedged into place between studs. Where batt insulation thickness is less than the depth of the stud cavity, position wires to hold the batt against the sheathing on the opposite site of the cavity.
  - 2. Use of punch metal studs attached to the face of the framing. The punched pronged tabs are bent 90 degrees pointing into the stud cavity and are pushed into the insulation after installation.

**PROTECTION**

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

**CLEAN UP**

- A. Remove all scrap materials and packaging and properly dispose of offsite.

**END OF SECTION 07 21 00**

## **SECTION 07 21 16 – PRE-ENGINEERED BUILDING BLANKET INSULATION**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SUMMARY**

- A. Section Includes: Provide insulation system for pre-engineered metal buildings.
- B. Related Sections:
  - 1. Section 13 34 19 – Metal Building Systems.
  - 2. Division 22 – Plumbing; Rough-in utilities.
  - 3. Division 23 – HVAC; Rough-in utilities.
  - 4. Division 26 – Electrical; Rough-in utilities.

### **REFERENCES**

- A. Materials shall meet the property requirements of on or more of the following specifications as applicable to the specific product or end use.
  - 1. American Society for Testing of Materials (ASTM)
    - a. ASTM C991 - Standard Specification for Flexible Fibrous Glass Insulation for Metal Buildings.
    - b. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
    - c. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
    - d. ASTM E 96 - Standard Test Method for Water Vapor Transmission of Materials in Sheet Form (Procedure A).
  - 2. North American Insulation Manufacturers Association (NAIMA):
    - a. NAIMA 202-96(R) (Rev. 2000) STANDARD For Flexible Fiberglass Insulation to be Laminated for Use in Metal Buildings
  - 3. National Fire Protection Association (NFPA):
    - a. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
  - 4. Underwriters Laboratories (UL):
    - a. UL 723 - Test for Surface Burning Characteristics of Building Materials

### **DESIGN REQUIREMENTS**

- A. Insulation R-Value of   30   for installed roof system.
- B. Insulation R-Value of   19   for installed wall system.
- C. The installed roof and wall systems shall provide a continuous vapor barrier.

## **SUBMITTALS**

- A. Product Data: Provide manufacturer's data for each of the following including:
1. Roof installation instructions
  2. Wall installation instructions
  3. Product data sheet
  4. Design considerations guide
  5. Recycle content certification for fiberglass insulation products – minimum 50% recycled content for all fiberglass insulation materials.
- B. Shop Drawings: Provide shop drawings that indicate the following:
1. Liner fabric layout
  2. Insulation Layout and cut list
  3. Customer and project information

## **QUALITY ASSURANCE**

- A. Installer Qualifications: Companies shall be familiar with the installation practices associated with banded liner systems.

## **DELIVERY, STORAGE, AND HANDLING**

- A. Store products indoors or in a dry, covered area.
- B. Do not open products until ready to use.
- C. Protect products from potential construction site damage.
- D. Use care when opening products as pallets may shift during shipment.
- E. Banding has sharp edges. Wear cut proof gloves when handling.
- F. Wear safety glasses when unpacking materials.

## **PROJECT CONDITIONS**

- A. For best results, do not install this system outside of the temperature, humidity, ventilation and environmental limits recommended by the manufacturer. Products should be kept covered and dry at temperatures less than 100°F prior to installation.

## MANUFACTURER

A. Owens Corning Insulating Systems, LLC, Toledo, OH 43659; [www.owenscorning.com](http://www.owenscorning.com).

## MATERIALS

A. The OptiLiner® System consists of the following materials:

1. Unfaced light density fiberglass metal building insulation in the one of the following product categories:
  - a. Owens Corning Certified R Metal Building Insulation
    - 1) Complies with ASTM C991 Type 1.
    - 2) Complies with NAIMA 202-96-REV 2000.
    - 3) Flame Spread Index <25 and Smoke Developed Index <50 when tested in accordance with ASTM E84, NFPA 255 and UL 723.
    - 4) Certified by SCS Global Services to contain a minimum of 65% recycled glass content, 18% pre-consumer and 47% post-consumer.
    - 5) Thermal Resistance: Available R-Values = R10, R11, R13, R16, R19, R25 or R30.
    - 6) Unfaced.
    - 7) GREENGUARD Indoor Air Quality Certified®.
    - 8) GREENGUARD Gold Certified.
  - b. Owens Corning MBI Plus Metal Building Insulation
    - 1) Flame Spread Index <25 and Smoke Developed Index <50 when tested in accordance with ASTM E 84, NFPA 255 and UL 723.
    - 2) Certified by SCS Global Services to contain a minimum of 65% recycled glass content, 18% pre-consumer and 47% post-consumer.
    - 3) Thermal Resistance: Available R-Values = R10, R11, R13, R16, R19, R25 or R30.
    - 4) Unfaced.
    - 5) GREENGUARD Indoor Air Quality Certified®.
    - 6) GREENGUARD Gold Certified.
  - c. Owens Corning Metal Building Utility Blanket
    - 1) Flame Spread Index <25 and Smoke Developed Index <50 when tested in accordance with ASTM E 84, NFPA 255 and UL 723.
    - 2) Certified by SCS Global Services to contain a minimum of 65% recycled glass content, 18% pre-consumer and 47% post-consumer.

- 3) Thermal Resistance: Available R-Values = R7.
  - 4) Unfaced.
  - 5) GREENGUARD Indoor Air Quality Certified®.
  - 6) GREENGUARD Gold Certified.
2. Fabric liner facing/vapor barrier composed of woven high-density polyethylene coated on both sides with polyethylene. Complies with the following:
    - a. ASTM C1136, Types I through Type VI
      - 1) Type I-IV exception for dimensional stability (value is < 2.0%.)
    - b. Perm rating:  $\leq 0.02$  when tested in accordance with ASTM E 96 Procedure A.
    - c. Flame Spread Index < 25 and Smoke Developed Index < 50 when tested in accordance with ASTM E 84.
    - d. Color:
      - 1) White
  3. Vapor barrier adhesive. Complies with the following:
    - a. Application temperature 10°F to 110° F
  4. Double sided vapor barrier tape. Complies with the following:
    - a. Width 0.75"
    - b. Rubber based and free film
  5. Patch tape. Complies with the following:
    - a. Adhesive added to one side
    - b. Installation temperature from 10°F to 110°F
    - c. 3" width
  6. Metal Banding/Straps. Complies with the following:
    - a. Coated steel
    - b. 1.0" wide
    - c. Structural Steel Grade 50 per ASTM C 653
    - d. Exposed color to match vapor barrier
      - 1) White
    - e. Backing – gray
  7. Thermal breaks
    - a. Closed cell polyethylene foam tape for wall applications. Complies with the following:

- 1) 0.125" thick to 0.375" thick
- 2) 3.0" wide
- b. Thermal spacer blocks. Complies with the following:
  - 1) Extruded or expanded polystyrene
  - 2) Minimum width 3.0"
  - 3) Thickness 0.5" – 1.0"
8. Light gage steel fasteners
  - a. Zinc plated cold forged steel
  - b. Head color to match vapor barrier
    - 1) White
  - c. Contain rubber sealing washer
9. Heavy gage steel fasteners
  - a. Zinc plated cold forged steel
  - b. Head color to match vapor barrier
    - 1) White
    - 2) Black
  - c. Contain rubber sealing washer
10. Insulation Hangars
  - a. Insul-hold insulation hangars

## **EXAMINATION**

- A. Examine the areas and conditions under which work of this section will be installed. Verify that adjacent materials are dry and ready to receive insulation. Verify structure, bracing, and concealed building systems have been tested and inspected.
- B. Provide written report listing conditions detrimental to performance of work in this section. Do not proceed with installation until unsatisfactory conditions have been corrected.

## **INSTALLATION**

- A. Install liner system in accordance with manufacturer's installation instructions and approved Shop Drawings.
- B. Purlin and girt attachment surfaces should be clean and dry prior to attaching two-faced tape or sealing adhesive.

- C. Installed fiberglass insulation should fit snugly against purlin and girt walls in the cavity space. Avoid gaps, voids and any excess compression.

## **CLEANING**

- A. Clean dirt from vapor barrier fabric using a soft cloth with soap and water or non-abrasive household cleaner. Solvent-based cleaners and abrasive pads should be avoided.

## **SAFETY PRECAUTIONS**

- A. Installation contractor must have a site-specific safety plan and comply with all OSHA applicable local rules and regulations when installing this system.
- B. Workers must use OSHA required fall protection when installing the banded liner system at heights (see OSHA regulations at 29 CFR 1926, Subpart M).
- C. Banding has sharp edges and cut proof gloves should be worn when handling.

## **APPENDIX**

- A. Refer to the Owens Corning publications listed below for product information, including uses, descriptions, physical properties, performance, specification compliance and application recommendations. Copies of these documents can be found at [www.owenscorning.com](http://www.owenscorning.com).
  1. OptiLiner® Banded Liner System Product Data Sheet – Owens Corning Publication 10011681
  2. OptiLiner® Wall Installation Instructions – Owens Corning Publication 10011266
  3. OptiLiner® Roof Installation Instructions – Owens Corning Publication 10011267
  4. OptiLiner® Bi-Directional Banding Option – Owens Corning Publication 10011602

**END OF SECTION 07 21 00**



## **SECTION 07 26 16 – BELOW-GRADE VAPOR RETARDERS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 – GENERAL**

#### **SECTION INCLUDES**

- A. Surface preparation.
- B. Application of an underslab vapor retarder.

#### **REFERENCES**

- A. American Society for Testing and Materials (ASTM)
  - 1. ASTM E1745 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.
  - 2. ASTM E154 Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs.
  - 3. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
  - 4. ASTM E1643 Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
  - 5. ASTM F1249-01 Standard Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor.
- B. American Concrete Institute (ACI)
  - 1. ACI 302.1R-96 Vapor Barrier Component (plastic membrane) is not less than 10 mils thick.

#### **SUBMITTALS**

- A. Comply with Division 1 – Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

#### **DELIVERY, STORAGE & HANDLING**

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean dry area in accordance with manufacturer's instructions.
- C. Stack membrane on smooth ground or wood platform to eliminate warping.
- D. Protect materials during handling and application to prevent damage or contamination.

#### **ENVIRONMENTAL REQUIREMENTS**

- A. Product not intended for uses subject to abuse or permanent exposure to the elements.
- B. Do not apply on frozen ground.

## **PART 2 – PRODUCTS**

### **MANUFACTURERS**

- A. W.R. Meadows, Inc.
  - P. O. Box 338
  - Hampshire, Illinois 60140-0338
  - (800) 342-5976. (847) 683-4500
  - Fax (847) 683-4544
  - Web Site [www.wrmeadows.com](http://www.wrmeadows.com)
- B. Stego Industries, LLC
  - 27442 Calle Arroyo, Suite A
  - San Juan Capistrano, CA 92675
  - (877)-464-7834
  - Texas, Louisiana, Oklahoma
  - Regional Office Contact:  
(281) 367-0040
- C. Poly-America LP
  - 2000 West Marshall Drive,
  - Grand Prairie, TX 75051
  - (800)-527-3322 ext 7437

### **MATERIALS**

- A. Plastic Vapor Retarder
  - 1. Performance Based Specification: Vapor Retarder membrane must meet or exceed all requirements of ASTM E1745 Classes A, B, and C.
    - a. Minimum Permeance ASTM E96: 0.018 Perms
    - b. Water Vapor Transmission Rate ASTM F1249 calibrated to ASTM E96 (water method): 0.007 grains/ft<sup>2</sup>/hr
    - c. Resistance to Organisms and Substrates in Contact with Soil ASTM E154, Section 13: 0.027 Perms
    - d. Tensile Strength ASTM E154, Section 9: 84 LBS. Force/Inch
    - e. Puncture Resistance ASTM D1709, Method B: 4,335 Grams
    - f. Water Vapor Retarder ASTM E1745: Meets or exceeds Classes A, B, and C
    - g. Thickness of Retarder (plastic) ACI 302.1R-96: Not less than 10 mils
  - 2. Proprietary Based Specification
    - a. Perminator™ 15 mil by W.R. Meadows.
    - b. “Stego-Wrap” 10 mil Class A by Stego Industries.
    - c. Husky Yellow Guard 10 mil by Class A by Poly-America.

### **ACCESSORIES**

- A. Seam Tape
  - 1. High Density Polyethylene Tape with pressure sensitive adhesive. Minimum width 4 inches.
- B. Pipe Boots
  - 1. Construct pipe boots from vapor barrier material and pressure sensitive tape per manufacturer’s instructions.
- C. Perimeter edge seal
  - 1. High Density Polyethylene Tape with pressure sensitive adhesive. Minimum width 6 inches.
    - a. Stego Crete Claw 6” tape

### **PART 3 – EXECUTION**

#### **EXAMINATION**

- A. Examine surfaces to receive membrane. Notify Architect if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

#### **SURFACE PREPARATION**

- A. Prepare surfaces in accordance with manufacturer's instructions.

#### **APPLICATION**

- A. Installation shall be in accordance with manufacturer's instructions and ASTM E 1643-98.
- B. Unroll vapor barrier with the longest dimension parallel with the direction of the pour.
- C. Lap vapor barrier over footings and seal to foundation walls.
- D. Overlap joints 6 inches and seal with manufacturer's tape.
- E. Apply Crete Claw tape between seams at 42" o.c. max parallel to seams.
- F. Seal all penetrations (including pipes) with manufacturer's pipe boot.
- G. No penetration of the vapor barrier is allowed except for reinforcing steel and permanent utilities.
- H. Repair damaged areas by cutting patches of vapor barrier, overlapping damaged area 6 inches and taping all four sides with tape.

**END OF SECTION 07 26 16**



## **SECTION 07 62 00 – SHEET METAL FLASHING AND TRIM**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SCOPE**

- A. Provide fabricated sheet metal items, including but not limited to:
  - 1. Flashings and counterflashings.
  - 2. Roof fascias
  - 3. Gutters and Downspouts.
  - 5. Metal trim not part of manufactured roof or wall systems.

### **SUBMITTALS**

- A. Shop Drawings: Indicated material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- B. Product Data: Submit data on manufactured components metal types, finishes, and characteristics.

### **PRODUCTS**

#### **SHEET METAL FLASHING AND TRIM**

- A. Pre-finished Galvanized Steel Sheet: ASTM A755/A755M coil coated.
  - 1. Base Metal: ASTM A653/A653M; Structural Quality; G90 zinc coating, minimum 24 gauge thick.
  - 2. Exposed Finish: Three coat fluoropolymer metallic coating with minimum 70 percent polyvinylidene fluoride resin.
  - 3. Unexposed Finish: Manufacturer's standard coating.
- B. Lead: ASTM B749, 2.5 lb/sq ft 0.039 inch thick.
- C. Stainless Steel: ASTM A240/240M; Type 304, dead soft fully annealed; smooth surface, Number 2D finish; minimum 26 gauge thick.

#### **GUTTERS AND DOWNSPOUTS**

- A. Pre-finished Galvanized Steel; 24 gauge galvalume steel with Signature 200 finish, color to be as indicated on drawings.
- B. Provide 18 gauge galvalume steel downspout boot to match downspout color as detailed on drawings.
- C. Rake trim shall match gutter material and profile.
- D. Downspouts shall be 4" x 4". Provide in length longer than base of building if required to reach splash blocks. Color to be as indicated on drawings.

- E. Miscellaneous metal trim pieces, flashings, etc. shall be 24 gauge Galvalume steel. Provide with color coating when exposed to view. All cleats shall be 22 gauge Galvalume steel. Special aluminum flashings and trims are specifically noted to be aluminum.

### **ACCESSORIES**

- A. Fasteners: Stainless steel, with soft neoprene washers. Match finish of exposed heads with material being fastened.
- B. Underlayment: ASTM D226; Type II, No. 30 unperforated asphalt felt.
- C. Protective Backing Paint: FS TT-C-494 Bituminous.
- D. Sealant: As specified in Section 07 90 00.
- E. Plastic Cement: ASTM D4586, Type I.
- F. Solder: ASTM B32; type suitable for application and material being soldered.

### **APPLICATION**

- A. Install sheet metal flashing and trim in accordance with SMACNA requirements.
- B. Secure flashings in place using concealed fasteners wherever possible. Use exposed fasteners only where not exposed to view.
- C. Install flashings embedded in roofing system in accordance with roofing specification and as detailed on drawings.
- D. Fabricate and install external gutters, downspouts, flashings, base flashings and other incidentals as detailed on the drawings.

### **FINISHES & WARRANTIES**

- A. Color coatings shall be a PDVF, Fluorocarbon meeting both Kynar 500 and Hylar 5000 specifications and shall be warranted for 20 years.

### **END OF SECTION 07 62 00**

## **SECTION 07 65 00 – FLEXIBLE FLASHING SELF-ADHERING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Flexible stainless steel self-adhering flashing
- B. Related sections:
  - 1. 05 40 00 Cold Formed Metal Framing.
  - 2. 06 10 00 Rough Carpentry.
  - 3. 07 62 00 Sheet Metal Flashing and Trim.

#### **1.02 REFERENCES**

- A. Standards of the following as referenced:
  - 1. ASTM

#### **1.03 DEFINITIONS**

- A. Terms:
  - 1. Flexible flashing: Water-proof material typically used in cavity wall construction to contain and assist in the proper water drainage that may penetrate wall system veneer. Other materials may be required to constitute the system.
  - 2. Head and sill flashing: Same as flexible flashing.
  - 3. Through-wall flashing:
    - a. Generally considered the same as flexible flashing.
    - b. Rare definition referred to full width cap flashing under copings or wall caps.

#### **1.04 SUBMITTALS**

- A. Product data: Indicate material type, composition, thickness, and installation procedures.
- B. Samples: 3" by 5" flashing material.
- C. Product Quality & Environmental submittals:
  - 1. Certificates:
    - a. Indicate materials supplied or installed are asbestos free.
    - b. Indicate recycled content: 60% total recycled material; based on 60% Post Industrial Recycled Content.
  - 2. Performance Attributes
    - a. Tensile strength, >90,000 psi minimum, copper 32,000 psi average
    - b. Puncture Resistance, >2,500 pounds average, copper 450 psi average
    - c. When tested as manufactured, product resists growth of mold pursuant to test method ASTM D3273.
    - d. Certify the use of domestic manufactured stainless steel for flashing.
    - e. Certify products contain no silica or asbestos.

## 1.05 QUALITY ASSURANCE

### A. Qualifications:

1. Manufacturer: Provide flashing materials by single manufacturer with not less than twenty five years of experience in manufacturing flexible flashing products.
2. Flashing materials must be able to withstand 300° F temperature without changing the long term performance of the flashing.

## PART 2 PRODUCTS

### 2.01 MANUFACTURED UNITS

#### A. Flexible flashing:

1. Products of manufacturers listed below meeting indicated standards and specified manufacturer's product data characteristics, except as modified below, are acceptable for use, subject to compliance with specified requirements.
  - a. Product standard of quality:
    - 1). York Manufacturing, Inc.; York 316 SS
    - 2). STS Coatings, Inc.; Wall Guardian Self Adhering 316 Stainless Steel Flashing
    - 3). Vapro Shield, Inc.; VaproThru-Wall Flashing SA 316
    - 4). Other products that meet the criteria in section 1.04
  2. Characteristics:
    - a. Type: stainless steel core with one stainless steel face (outward facing) with a butyl block co-polymer adhesive (inward facing).
    - b. Stainless steel: type 316, ASTM A240. Domestically sourced per DFARS 252.225-7008 and/or DFARS 252.225-7009.
    - c. Adhesive: block co-polymer
    - d. Size: Manufacturer's standard width rolls.

#### B. Accessories:

1. Polyether sealant:
  - a. York Manufacturing, Inc.; UniverSeal US-100
  - b. STS Coatings; GreatSeal LT-100
  - c. Prosoco, Inc.; R-Guard Joint Seam Sealer
2. Splice Tape:
  - a. York Manufacturing, Inc.; York 316 SS
3. Corner and End Dams: form the stainless steel flashing in the field or use 26 gauge stainless steel pre-manufactured corners.
4. Termination bar: rigid PVC or stainless steel termination bar with sealant catch lip
  - a. York Manufacturing; T-96 termination bar
  - b. York Manufacturing; SS Term Bar

## PART 3 EXECUTION

### 3.01 INSTALLATION

#### A. General:

1. Install where indicated, specified, or required in accord with flashing manufacturer's written instructions and as follows.



2. Extend flashing 6" minimum beyond opening. Fold flashing ends at end of openings or horizontal flashing terminations to form end dam or use pre-manufactured units made of 26 gauge stainless steel.
3. Flashing width: Width required starting flush with outside face of exterior wythe, extending through cavity, rising height required to extend above lintel steel at least 2".
4. Splice end joints by overlapping them a minimum of 2" and seal with a compatible sealant or metal splice tape.
5. Masonry back up:
  - a. Surface apply after dampproofing installation specified in Damp proofing/Air Barrier Section in accord with manufacturer's installation instructions.
  - b. Fasten to masonry back-up surface at top by embedding in layer of sealant or use a non-corrosive termination bar and fasten it to the backer wall at the top edge of the flashing and seal the top edge with compatible sealant or use a termination clamp, which is embedded in the block back up wall.
6. Concrete back up:
  - a. Surface apply after damp proofing/air barrier installation specified in damp proofing Section in accord with manufacturer's installation instructions.
  - b. Fasten to concrete surface at top by embedding in layer of sealant or use a non-corrosive termination bar and fasten it to the backer wall at the top edge of the flashing and seal the top edge with a compatible sealant.
7. Stud back up with sheathing:
  - a. Fasten to stud back-up at top by embedding in layer of sealant or use a non-corrosive termination bar and fasten it to the backer wall at the top edge of the flashing and seal the top edge with a compatible sealant.
8. Leave ready for certified compatible building felt or air barrier installation lapping flashing top installed in another Section.
9. Fold ends of flashing at end of opening to form dam; seal with polyether sealant or use purchased manufacturers preformed end dams.
10. Inside and outside corners: Make in industry accepted manner using corner and splice material or purchase manufactured corners from manufacturer.
11. Use stainless steel or copper drip edge any location that the underside of the flashing will be exposed and/or deemed necessary by the design professional or AHJ on the project.
12. Cover flashing within a few days of installation to protect it from damage from the different trades, the environment and falling debris. If flashing is left unprotected and it is punctured, torn, or has loose scrim you should contact the manufacturer for repair instructions.

### **3.02 SCHEDULES**

- A. Locations:
1. Exterior door heads.
  2. Window heads, jambs and sills.
  3. Storefront heads.
  4. Horizontal control joints.
  5. Other wall openings.
  6. Other locations indicated on drawings.

**END OF SECTION 07 65 00**



## **SECTION 07 90 00 – JOINT SEALANTS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SCOPE**

- A. Examine the drawings and all sections of the specifications to determine the extent of work required under this section.
- B. Additional caulking work is specified separately under Section 02 - Site Work Concrete.

### **REFERENCES**

- A. ASTM International:
  - 1. ASTM C661 – Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer.
  - 2. ASTM C794 – Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
  - 3. ASTM C834 – Standard Specification for Latex Sealants.
  - 4. ASTM C919 – Standard Practice for Use of Sealants in Acoustical Applications.
  - 5. ASTM C920 – Standard Specification for Elastomeric Joint Sealants.
  - 6. ASTM C1193 – Standard Guide for Use of Joint Sealants.
  - 7. ASTM D1056 – Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
  - 8. ASTM D1667 – Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
  - 9. ASTM D2240 – Standard Test Method for Rubber Property – Durometer Hardness.
  - 10. ASTM D2628 – Standard Specification for Performed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.
- B. South Coast Air Quality Management District:
  - 1. SCAQMD Rule 1168 – Adhesive and Sealant Applications.
- C. Codes
  - 1. 2021 International Building Codes.
  - 2. City of Victoria Amendments and Ordinances.

### **SUBMITTALS**

- A. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- B. Samples: Submit two samples illustrating sealant colors for selection.
- C. Manufacturer's installation instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- D. Certification from sealant manufactureres that their products are suitable for the use indicated and comply with Specifications requirements.
- E. Report from sealant applicator summarizing results of preconstruction field adhesion testing.

- F. Warranty: Include coverage for installed sealants and accessories failing to achieve airtight seal, watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

## PRODUCTS

- A. Manufacturers:
1. Dow Corning Corp.
  2. GE Silicones
  3. Pecora Corp
  4. Sika Corp
  5. Tremco Sealants & Waterproofing
  6. BASF Building Systems

## MATERIALS

### EXTERIOR SEALANTS:

- A. General Purpose Exterior (Nontraffic) Sealant: Polyurethane; ASTM C920, Grade NS, Class 50, Uses M, G, A, and O; multi-component.
1. Type: Dymeric 240 manufactured by Tremco
  2. Color: Standard colors matching finished surfaces.
  3. Applications: Use for:
    - a. Control, expansion, and soffit joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Exposed joints in metal copings, trim and flashings.
    - e. Other exterior nontraffic joints for which no other sealant is indicated.
- B. General Purpose Exterior Traffic Bearing Sealant: Polyurethane; ASTM C920, Grade P, Class 25, Use T: multi-component.
1. Type: THC 900/901 manufactured by Tremco; Use THC 901 for joints on slope greater than 5 percent.
  2. Color: Standard colors matching finished surfaces.
  3. Applications: Use for exterior pedestrian and vehicular traffic bearing joints.
- C. High Performance Silicone Sealant: Silicone; ASTM C920, Type S, Grade NS, Class 50, Uses NT, G, A, and O; single component.
1. Type: Spectrum 3 manufactured by Tremco.
  2. Color: Standard colors matching finished surfaces.
  3. Applications: Use for joints between panels of composite or fabricated aluminum panel systems.
- D. Exterior Foam Expansion Joint Sealer: Precompressed foam sealer, Polyurethane with water repellent, +/- 25 percent movement capability.
1. Color: Face color as selected.
  2. Size: As required to provide watertight and airtight seal when installed.
  3. Applications: Use for exterior wall expansion joints.
  4. Manufacturers:
    - a. Colorseal; Emseal Corp.
    - b. Polytite R or Polytite Standard; Dayton Superior
    - c. Illmod 600; Tremco

- E. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, non drying, non-skinning, non-curing.
  - 1. Type: Butyl Sealant manufactured by Tremco.
  - 2. Applications: Use for concealed sealant bead in sheet metal work as concealed sealant bead in siding overlaps.

## **INTERIOR SEALANTS**

- A. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C831, single component, paintable.
  - 1. Type: Tremflex 834 manufactured by Tremco.
  - 2. Color: Standard color matching finished surfaces.
  - 3. Applications: Use for interior wall and ceiling control joints, joints between door and window frames and wall surfaces, and other interior joints for which no other type of sealant is indicated. For interior control joints in brick, unpainted concrete masonry, cast stone, or stone, use General Purpose Exterior Sealant.
- B. General Purpose Interior Traffic Bearing Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Use T; single-component.
  - 1. Type: Vulkem 116 manufactured by Tremco.
  - 2. Color: Standard colors matching finished surfaces.
  - 3. Applications: Use for interior pedestrian traffic bearing joints.
- C. Silicone Sealant: Silicone; ASTM C920, Uses G, A, and O; single component, mildew resistant.
  - 1. Type: Tremsil 200 manufactured by Tremco.
  - 2. Applications: Use of joints between plumbing fixtures and floor and wall surfaces, joints between toilet room counter tops and wall surfaces, and tile control and perimeter joints in shower rooms and other wet areas.

## **ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
  - 1. Interior Sealants and Sealant Primers: Maximum volatile organic compound content in accordance with SCAQMD Rule 1168.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer, compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## **APPLICATION**

- A. Prepare joint surfaces, install backer rod and prime in strict accordance with the manufacturer's written instructions.
- B. Mix sealant, place in joint and tool finish in strict accordance with manufacturer's written instructions.

- C. Exercise special care in preparing and priming horizontal portions of joints to be sealed which are subject to incidental water immersion.

**GUARANTEE**

- A. Sealant installations shall be guaranteed for a period of two (2) years from the date of substantial completion against defects in materials and workmanship.

**END OF SECTION 07 90 00**

## **SECTION 08 11 00 – METAL DOORS AND FRAMES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **REFERENCE SPECIFICATIONS**

- A. Work under this section shall be governed by the following specifications, except as modified herein.
  - 1. Specifications for Custom Hollow Metal Doors and Frames, NAAMM, Standard CHM-1-69 of the National Association of Architectural Metal, Manufacturers.

### **SHOP DRAWINGS**

- A. Provide shop drawings which include schedule of all doors and frames to be provided as well as elevations and details of each different frame and/or door type.

### **DOOR & FRAME CONSTRUCTION**

- A. Doors shall be 16 gauge with no exposed seams, a reinforced core and full insulation. Exterior doors shall have a channel filler at top of door which is fully welded and sealed to prevent water from entering at top of door. Reinforce doors as necessary for hardware. Exterior doors with handicap accessible thresholds must have custom cutoff to insure that there is no gap between bottom of doors and top of threshold seat.
- B. Exterior frames shall be 14 gauge and interior frames 16 gauge. Corner joints shall be fully welded and ground smooth at the factory. Reinforce frames as necessary for hardware.
- C. Provide T-Strap or Stirrup and Strap Adjustable Anchors as per NAAMM specifications. Wire Anchors are not acceptable.
- D. Applied stops shall have mitered corners and screw fasteners must be symmetrically spaced along the edges of each glass or solid panel.

### **FINISHES**

- A. Interior frames shall be factory primed, then field painted as specified in Section 9 of these specifications.
- B. Exterior frames shall be factory galvanized, type G-60, and primed, then field painted as specified in Division 9 of these specifications.

### **HARDWARE**

- A. Mortise and reinforce for all hardware.
- B. Refer to Finish Hardware Section for templating and hardware types.

### **INSTALLATION**

- A. Cut doors and frames as necessary for finish hardware from templates provided by the finish hardware supplier.
- B. Install doors to operate freely and lock and latch properly.

### **END OF SECTION 08 11 00**





## **SECTION 08 40 00 – ALUMINUM DOORS, WINDOWS & FRAMES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SUBMITTALS**

- A. Submit electronic copies of shop drawings indicating materials, construction details and location of each item on the project.

### **MOCK-UP**

- A. Before installing all window units, contractor must install a mock-up of each type of unit being installed.
- B. Architect must approve each mock-up before installation of additional units is allowed. If there is only one unit of a particular style, its installation shall be approved prior to final caulking.

### **MATERIALS**

- A. Aluminum sections shall be extruded from 6063-T5 aluminum alloy. Finish to be Class II, Clear Anodic Coating conforming with Aluminum Association Standard AAM12CC22A31, Kawneer's #17 Clear.
- B. Weather-stripping shall be manufacturer's standard.
- C. Refer to Section 08 80 00 for glazing materials.
- D. Aluminum window frames shall be as manufactured by the Kawneer Company and detailed on the drawings.
- E. Window frame construction:
  - 1. Frame construction shall be Kawneer Trifab VG 451T, 2" x 4 1/2", members as detailed on drawings.
  - 2. Install using surround system members if detailed on the drawings.
  - 3. All screws, miscellaneous fastening devices and internal components shall be of stainless steel, plated or corrosion resistant materials of sufficient strength to perform the functions for which they are used.
  - 4. All frames shall be manufactured with a closed back or with an open back section with "flat aluminum filler" full height. **No open backed frames.**
  - 5. Metal "end dams" as manufactured by Kawneer must be used. Shop or field fabricated "end dams" will not be allowed.
  - 6. Provide additional jamb and head extensions as required to complete weather-tight assembly. Refer to drawings for locations.
- F. Break metal:
  - 1. Break metal where shown on the drawings shall be .050 inch anodized aluminum.
  - 2. Install in longest lengths possible with hairline butt joints.
- G. Stainless Steel Waterstop:
  - 1. Provide stainless steel waterstop flashing in saw cut joint under frames as detailed on drawings.

## **ERECTION**

- A. Units shall be installed plumb, level, and true to plane and shall be secured and anchored in accordance with the detailed shop drawings and manufacturer's written instructions.
- B. Aluminum "end dams" must be installed at ends of all sills at both windows and sidelites.
- C. Coordinate installation of new door and window frames and doors with Owner who will be installing access control and other security components and wiring under a separate contract and work closely with Owner in adjusting doors for smooth operation after all security wiring and components are installed.

## **PROTECTION & CLEANING**

- A. After installation the General Contractor shall take all necessary measures to protect exposed aluminum surfaces and shall be responsible for final cleaning.

**END OF SECTION 08 40 00**

## **SECTION 08 70 00 – FINISH HARDWARE**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the Work of this section.

#### **DESCRIPTION OF WORK**

- A. Definition: “Finish Hardware” includes items known commercially as finish hardware which are required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame.
- B. Extent of finish hardware shall be determined by a qualified hardware specialist employed by the Hardware Supplier.
- C. Types of finish hardware required may include, but are not limited to, the following:
- a.) Hinges
  - b.) Lock cylinders and keys
  - c.) Lock and latch sets
  - d.) Bolts
  - e.) Exit devices
  - f.) Push/pull units
  - g.) Closer
  - h.) Overhead holders
  - i.) Miscellaneous door control devices
  - j.) Door trim units
  - k.) Protection plates
  - l.) Weatherstripping for exterior doors
  - m.) Silencers on interior door frame stop
  - n.) Sound stripping for interior doors
  - o.) Automatic drop seals (door bottoms)
  - p.) Astragals or meeting seals on pairs of doors
  - q.) Thresholds

#### **QUALITY ASSURANCE**

- A. Manufacturer: Obtain each type of hardware (latch and locksets, hinges, closers, etc.) from only one manufacturer, although several may be indicated as offering products complying with requirements.
- B. Supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing hardware in the project’s vicinity for a period of not less than two (2) years, and who is, or who employs an experienced hardware specialist who is available, at no additional cost to Owner, at reasonable times during the course of the work, for consultation about project’s hardware requirements, to Owner, Architect and Contractor.

- C. CODES and other Requirements:
- D. State Statute Requirements: The Hardware Supplier, installer shall certify in writing that all hardware furnished on the job meets all requirements of Vernon's Texas Civil Statutes, Article 9102 and other local codes and requirements of the local authority having jurisdiction.
- F. Positive Pressure Ratings: All door hardware products supplied to this project are to meet the requirements of UL 10C and UBC 7-2 (1997) as they relate to positive pressure testing of these products.
- G. Americans with Disabilities Act: All items of the commercial door hardware within the scope of this project shall comply with the Americans with Disabilities Act.

## **SUBMITTALS**

- B. Product Data: On completion of the installation of each item of hardware, submit to the Owner, the manufacturers technical product data for each item of hardware in accordance with Division-1 section "Submittal". Include whatever information may be necessary to show compliance with requirements, and include instructions for installation and for maintenance of operating parts and finish.
- C. Final Hardware Schedule: Submit (6) copies of final hardware schedule in manner indicated below prior to ordering any hardware. Coordinate hardware with doors, frames and related work to ensure proper size, thickness, hand, function and finish of hardware.
  - 1) Hardware Schedule Content: Based on finish hardware requirements developed by the supplier's hardware specialist and accepted by the Architect, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:
    - (a) Type, style, function, size, and finish of each hardware item.
    - (b) Name and manufacturer of each item.
    - (c) Fastenings and other pertinent information.
    - (d) Location of hardware set cross-referenced to indications on Drawings both on floor plans and in door and frame schedule.
    - (e) Explanation of all abbreviations, symbols, codes, etc. contained in schedule.
    - (f) Mounting locations for hardware.
    - (g) Door and frame sizes and materials.
  - 2) Submittal Sequence: Submit initial draft of schedule along with essential product data in order to facilitate the fabrication of other work (e.g., hollow metal frame), which is critical in the project construction schedule. Submit final draft of schedule after samples, product data, and coordination with shop drawings of

other work, delivery schedules, and similar information has been completed and accepted.

- 3) Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.
- D. Templates: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check shop drawings of such other work, to confirm that adequate provisions are made for proper location and installation of hardware.

## PRODUCT HANDLING

- A. Tag each item or package separately, with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate door number and hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.
- C. Inventory hardware jointly with representatives of the Hardware Supplier and the Hardware Installer until each is satisfied that the count is correct.
- D. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.
- E. Provide secure, and dry lock up for hardware delivered to the project, but not yet installed. Control handling and installation of hardware items, which are not immediately replaceable, so that completion of the Work will not be delayed by hardware losses, both before and after installation.

## PART 2 – PRODUCTS

- A. Responsibilities of Finish Hardware Supplier:
- B. Submittals: Provide through the Contractor required Product Data. Final Hardware Schedule, Separate Keying Schedule (if required).
- C. Construction Schedule: Inform the Contractor at earliest possible date of estimated times and dates to process submittals, to furnish templates, to deliver hardware, and to perform other work associates with furnishing finish hardware for purposes of including the construction progress schedule and then comply with this schedule.
- D. Coordination and Templates: Assist the Contractor as required to coordinate hardware with other work in respect to both fabrication and installation. Furnish the Contractor with templates and deliver hardware to proper locations.
- E. Product Handling: Package, identify, deliver, and inventory hardware as specified in Part 1 – General of this section.

- F. Discrepancies: Based on requirements indicated in Contract Documents in effect at time of hardware selection: furnish proper types, finishes and quantities of finish hardware, including fasteners, and Owner's maintenance tools; and furnish or replace any items of finish hardware resulting from shortages and incorrect items, at no cost to Owner or Contractor. Obtain signed receipts from the Contractor for all delivered material.
- G. Responsibilities of Contractor:
- H. Submittals: Coordinate and process submittals for Builders Hardware in same manner as submittal for other work.
- I. Construction Schedule: Cooperate with the Finish Hardware supplier in establishing scheduled dates for submittals and delivery of templates and finish hardware.
- J. Coordination: Coordinate finish hardware with other work. Furnish the Hardware Supplier or Manufacturer with shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier.
- K. Product Handling: Provide secure, dry lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials. Any hardware items lost, damaged or stolen after being accepted by the Contractor shall be replaced at the Contractor's expense.
- L. Installation Information: The Contractor shall include all cost for installation of hardware and cores in the base bid.
  - 1) No adjustments in Contract sum will be made for costs other than those covered by the allowances for subsequent increases or decreases in quantity of one or more hardware types which do not exceed five percent (5%).

#### **ACCEPTABLE MANUFACTURERS**

- A. Bid all products as scheduled. Requests for substitution of products shall be submitted to the Architect at least fifteen (15) days prior to bid date and are from the list of acceptable manufacturers below. The Architect has complete and final say on the acceptability of a requested substitute product.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1) Butts and Hinges:
    - a) The Hager Companies
    - b) Ives
    - c) Bommer Hinges
  - 2) Locksets:
    - a) Sargent
    - b) Corbin/Ruswin
    - c) Falcon

- 3) Cylinders:
  - a) Sargent
  - b) Schlage
  - c) Yale
  
- 4) Bolts:
  - a) Triangle Brass Mfg. Co. Inc.
  - b) Glynn-Johnson Corp.
  - c) The Hager Companies
  - d) Ives
  
- 5) Exit/Panic Devices:
  - a) Sargent
  - b) Monach
  - c) Von Duprin
  
- 6) Push/Pull Units:
  - a) Triangle Brass Mfg. Co.
  - b) The Hager Companies
  - c) Ives
  
- 7) Overhead Closers:
  - a) Dorma Architectural Hardware
  - b) Dor-o-matic
  - c) Sargent
  
- 8) Door Control Devices:
  - a) Dorma Architectural Hardware
  - b) Ives
  - c) Architectural Builders Hardware
  - d) Triangle Brass Mfg. Co.
  
- 9) Door Trim Units:
  - a) Ives
  - b) The Hager Companies
  - c) Triangle Brass Mfg. Co.
  
- 10) Kick, Mop and Armor Plates:
  - a) Ives
  - b) The Hager Companies
  - c) Triangle Brass Mfg. Co.
  
- 11) Door Stripping and Seals:
  - a) The Hager Companies
  - b) National Guard Products, Inc.
  - c) Zero International, Inc.
  
- 12) Thresholds:
  - a) The Hager Companies
  - b) National Guard Products, Inc.
  - c) Zero International, Inc.

- 13) Automatic Drop Seals:  
a) The Hager Companies  
b) National Guard Products, Inc.  
c) Zero International, Inc.
- 14) Sound Stripping:  
a) The Hager Companies  
b) National Guard Products, Inc.  
c) Zero International, Inc.

## **MATERIALS AND FABRICATION**

- A, General:
- B. Hand of door: Drawings show direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
- C. Manufacturer's Name Plate: Do not use manufacturer's products, which have manufacturer's name or trade name displayed in a visible location (omit removable nameplates), except in conjunction with required UL labels and as otherwise acceptable to the Architect.
- 1) Manufacturer's identification will be permitted on rim of lock cylinders only.
- D. Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for the applicable hardware units by applicable ANSI A156 series standard for each type hardware item and with ANSI A156.18 for finish designations indicated. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.
- E. Fasteners: Provide hardware-manufactured items to conform to published templates, generally prepared for machine screw installation. Do not provide hardware, which has been prepared for self-tapping sheet metal screws, except, as specifically indicated.
- F. Furnish screws for installation, with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of such other work as closely as possible, including "prepared for paint" in surfaces to receive painted finish.
- G. Provide concealed fasteners for hardware units, which are exposed when door is closed, except to extent no standard units of the type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on the opposite face is exposed to other work, except where it is not feasible to adequately reinforce the work (or as required by code or fire listing of the door or hardware). In such cases, provide sleeves for each thru-bolt or use sex nuts and machine screw fasteners.



- H. Tools and Maintenance Instructions for Owner's Maintenance Personnel: Furnish a complete set of specialized tools installation instructions, and maintenance instructions as needed for the Owner's continued adjustment, maintenance, and removal and replacement of finish hardware.

## **HINGES, BUTTS AND PIVOTS**

- A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- B. Screws: Furnish Phillips flat head or machine screws for installation of units, except furnish Phillips flat-head or wood screws for installation of units into wood. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated provide hinge pins as follows:
- 1) Steel Hinges: Steel pins.
  - 2) Non-ferrous Hinges: Stainless steel pins.
  - 3) Exterior Doors: Non-removable pins.
  - 4) Interior Doors: Non-rising pins.
  - 5) Tips: Flat button and matching plug, finished to match leaves, except where hospital tip (HT) indicated.
  - 6) Number of Hinges: Provide number of hinges indicated but not less than three (3) hinges per door leaf for doors 90" or less in height and one (1) additional hinge for each 30" of additional height.

## **LOCK CYLINDERS AND KEYING**

- A. General: Supplier will meet with Owner to finalize keying requirements and obtain final instruction in writing.
- B. Review the keying system with Owner and provide the type required (master, grand master or great-grand master), either new or integrated with Owner's existing systems.
- C. Metals: Construct lock cylinder parts from brass/bronze, stainless steel or nickel silver.
- D. Comply with the Owner's instructions for master keying and, except as otherwise indicated, provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.
- 1) Permanently inscribe each key with number of lock that identifies cylinder manufacturer key symbol, and notation "DO NOT DUPLICATE".
- E. Key Material: Provide keys of nickel silver only.

- F. Key Quantity: Furnish two (2) change keys for each lock; five (5) master keys for each master system; and five (5) grand master keys for each grand master system.
- 1) Deliver keys to the Owner's representative..

### **LOCKS, LATCHES AND BOLTS**

- A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set.
- 1) Provide dust-proof strikes for foot bolts, except where special threshold construction provides non-recessed strike for bolt.
- 2) Provide roller type strikes where recommended by manufacturer of the latch and lock units.
- B. Lock Throw: Provide 5/8" minimum throw of latch and 1" deadbolt used on pairs of doors. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.
- 1) Provide 1/2" minimum throw on other latch and deadlock bolts.
- C. Flush Bolt Heads: Minimum of 1/2" diameter rods of brass, bronze steel or stainless steel, with minimum 12" long rod for doors up to 7'-0" in height. Provide longer rods as necessary for doors exceeding 7'-0" in height.
- D. Exit Device Dogging: Except on fire-rated doors, wherever closers are provided on doors equipped with exit devices, equip the units with keyed dogging device to hold the push bar down and the latch bolt in the open position.
- E. Rabbeted Doors: Where rabbeted door stiles are indicated, provide special rabbeted front on lock and latch units and bolts.

### **CLOSERS AND DOOR CONTROL DEVICES**

- A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.
- 1) Provide parallel arms for all interior overhead closers, except as otherwise indicated. On all exterior doors, provide larger spring size cylinder to supply enough strength to properly control doors.
- B. Access-Free Manual Closers: Where manual closers are indicated for doors required to be accessible to the physically handicapped, provide adjustable units complying with ANSI A117.1 provisions for door opening force and/or delayed action closing.

### **DOOR TRIM UNITS**

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units (kickplates, edge trim, viewers, knockers, mail drops and similar units), either machine screws or self-tapping screws.

- B. Fabricate protection plates (armor, kick or mop) not more than 2" less than door width on stop side and not more than ½" less than door width on pull side, by the height indicated. Provide stainless steel plates.

### **WEATHERSTRIPPING**

- A. General: Except as otherwise indicated, provide continuous weatherstripping at each edge of every exterior door leaf. Provide type, sizes and profiles shown or scheduled. Provide non-corrosive fasteners as recommended by manufacturer for application indicated.
- B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available form stocks maintained by manufacturer.

### **WEATHERSTRIPPING AT JAMBS AND HEADS**

- A. Provide bumper-type resilient insert and metal retainer strips, surface-applied unless shown as mortised or semi-mortised, of following metal, finish and resilient bumper material:
- 1) Extruded aluminum with color anodized finish as selected by the Architect from manufacturer's standard color range, 0.062" minimum thickness of main walls and flanges.
  - 2) Flexible, hollow neoprene bulb or loop insert, conforming to MIL R 6055, Class II, Grade 40.

### **WEATHERSTRIPPING AT DOOR BOTTOMS**

- A. Provide automatic door bottom weatherstripping consisting of contact type resilient insert and metal housing of surface mounted design; of following metal, finish and resilient seal strip:
- 1) Extruded aluminum with color anodized finish as selected by the Architect from manufacturer's standard color range, 0.062" minimum thickness of main walls and flanges.
  - 2) Solid neoprene wiper or sweep seal complying with MIL R 6065, Class II, Grade 40.

### **THRESHOLDS**

- A. General: Except as otherwise indicated provide standard bumper seal metal threshold that meet requirements of Vernon's Civil Statutes, Article 9102.
- B. Exterior Hinged/Pivoted Doors: Provide units not less than 4" wide, formed to accommodate change in floor elevation where indicated, fabricated to accommodate door hardware and to fit door frames, and selected to meet Texas Handicap Code requirements.

### **HARDWARE FINISHES**

- A. Provide matching finishes for hardware units of each door or opening, to the greatest extent possible and except as otherwise indicated. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening. In general, match items to the manufacturer's standard finish for the latch and lockset (or push-pull units if no latch-locksets) for color and texture.
- B. Provide finishes which match those established by BHMA. All hardware to be US26D finish.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness and other qualities complying with manufacturer's standards, but in no case less than specified for the applicable units of hardware by referenced standards.
- D. Provide protective lacquer or ceramic clear coating on all exposed hardware finishes of brass, bronze and aluminum, except as otherwise indicated. The suffix "-NL" is used with standard finish designations to indicate "no lacquer".
- E. The designations used in schedules and elsewhere to indicate hardware finishes are those listed in ANSI A156.18 "Materials & Finishes Standard" by BHMA, including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.
  - 1) Rust-Resistant Finish: For iron and steel base metal, required for exterior work and in areas shown as "High Humidity" areas (and also when designed with the suffix-RR), provide 0.2 mil thick copper or zinc chromated coating on base metal before applying brass, bronze, nickel or chromium plated finishes.

### **PART 3 – EXECUTION**

#### **INSTALLATION**

- A. Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, ADA and except as may be otherwise directed by the Architect.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces, which are later to be painted or finished in another way, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division-9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.
- C. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and tap and countersink, units, which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

- E. Set thresholds for exterior doors in full bed of butyl rubber or polyisobutylene mastic sealant.

### **ADJUST AND CLEAN**

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units, which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Clean adjacent surfaces soiled by hardware installation or by painters or other trades while working in the building.
- C. Final Adjustment: Wherever hardware installation is made more than one (1) month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment after these units have been balanced.
- D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.
- E. Continued Maintenance Service: Approximately six (6) months after the acceptance of hardware in each area, the Installer, accompanied by the representative of the latch and lock manufacturer, shall return to the project and re-adjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct the Owners' Personnel in recommended additions to the maintenance procedures. Replace hardware items, which have deteriorated or failed due to faulty design, material or installation of hardware units. Prepare a written report of current and predictable problems (of a substantial nature) in the performance of the hardware.

### **HARDWARE SCHEDULE**

HARDWARE SET 01  
Exterior Double  
Doors: 100A 100B

Each Opening to Have;

- 3 BUTT HINGE
- 1 RIM EXIT DEVICE
- 1 CYLINDER LOCK WITH THRU BOLTS
- 1 CYLINDER CORE
- 1 REMOVABLE MULLION
- 1 CLOSER
- 1 FLOOR STOP
- 1 SEAL
- 1 DOOR SWEEP
- 1 THRESHOLD
- 1 WEATHERSTRIPPING
- 1 DRIP CAP

HARDWARE SET 02  
Interior Double  
Doors: 110

Each Opening to Have;

- 3 BUTT HINGE
- 1 PUSH
- 1 PULL
- 1 KICKPLATE 10" X 34"
- 1 CLOSER
- 1 WALL STOP
- 3 SILENCER

HARDWARE SET 03  
Interior Single  
Doors: 123 124

Each Opening to Have;

- 3 BUTT HINGE
- 1 PUSH PLATE
- 1 PULL PLATE
- 1 CLOSER
- 1 WALL STOP
- 3 SILENCER

HARDWARE SET 04  
Interior Single  
Doors: 121

- 3 HINGES
- 1 LEVER ENTRANCE/OFFICE LOCK
- 1 CYLINDER CORE
- 3 SILENCER

HARDWARE SET 05  
Interior Single  
Doors: 111

Each Opening To Have:

- 3 HINGES
- 1 LEVER ENTRANCE/OFFICE LOCK
- 1 CYLINDER CORE
- 1 HOLD OPEN
- 1 KICK PLATE
- 3 SILENCER

**END OF SECTION 08 70 00**

## **SECTION 08 80 00 – GLAZING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **REFERENCE SPECIFICATIONS**

- A. Work under this section shall be governed by the current editions of the following standards and specifications to the extent that they are applicable:
1. Glass shall conform to Federal Specifications DD-G-451C. Qualities to be the highest of their categories.
  2. Installation shall conform to the requirements of the Flat Glass Manufacturers Association.

### **APPROVED SUPPLIERS**

- A. Glass:
1. Guardian Industries.
  2. American Saint-Gobain (ASG)
  3. Libbey-Owens-Ford Company (LOF)
  4. Pittsburgh Plate Glass Company (PPG) (Basis-of-Design)
  5. American Flat Glass Company (AFG)
  6. Pilkington.

### **EXTERIOR GLAZING**

- A. Provide all glass and glazing with the manufacturer's label intact. Do not remove labels until glass and glazing has been installed and inspected.
- B. Exterior glass (GL-2) shall be 1" thick tempered insulated glass, PPG Solarcool on Solargray (2), ½" air, Solarban 60 on Clear (3). Glass shall have a Solar Heat Gain Coefficient (SHGC) of 0.17, and a U-Value of 0.29 with Visible Light Transmittance (VLT) 17%.
- C. Spandrel glass (GL-3) shall be 1" thick tempered insulated glass, PPG Solarcool (3) Solargray+ Clear with Warm Frit backing to match SolarBlue from exterior.
- D. Translucent glass (GL-4) shall be 1" thick tempered insulated glass , PPG Solargray + Acid eched clear glass at interior side.

### **INTERIOR GLASS**

- A. General interior glass (GL-1) shall be 1/4" thick clear tempered safety glass. Refer to drawings for material schedule and locations.
- B. Frameless Storefront Doors and Sidelite glass (GL-5) shall be 1/2" thick clear tempered safety glass. Refer to drawings for material schedule and locations.
- C. Non-framed mirrors shall be 1/4" thick commercial quality polished plate glass with silver backing. Refer to toilet accessories schedule for quantity and locations

## GLAZING SEALANTS

### A. Glazing Materials at Hollow Metal Frames:

1. General: Use glazing compounds and preformed glazing sealants approved for the application and, except as otherwise specified, conforming to Glazing Materials portion of FGMA Glazing Manual.
2. Sealant:
  - a. One (1) part acrylic polymer sealant conforming to FS TT-S-00230 or silicone, FS TT-S-0023-C. Use for glazing of all fixed glass. Include primer as recommended by manufacturer.
  - b. Color: To match frame.
  - c. All sealants shall be compatible with adjacent material per manufacturer's instruction.
3. Setting Blocks: Hard rubber or clean grain softwood.
4. Back-up material: Foamed polyethylene or polystyrene rodstock, sizes as required by joint condition, and compatible with sealant.
5. Glazing Tape: DAP #1202 or as approved.
6. Glazing Gaskets: Extruded neoprene, free of porosity, surface defects, dimensional irregularities and conforming to physical properties of ASTM C509.
7. Use of metal sash putty will not be permitted, but compound conforming to FS T-G-410 will be permitted. The use of nonskinning compounds, nonresilient type preformed sealers, and preformed impregnated type gasket will not be permitted.

### B. Glazing Materials at Aluminum Framing:

1. Glazing Gaskets: Extruded neoprene (Color: Black) sized to fit the frame.
2. Sealant: Comply with Federal Spec. TT-S-00230

## MISCELLANEOUS GLAZING MATERIALS:

- A. Cleaners, Primers and Sealers: Type recommended by sealant or gasket manufacturer.
- B. Setting Blocks: Neoprene, EPDM or TPV material recommended by glass manufacturer, 80 to 90 Shore A durometer hardness, length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- C. Spacer Shims: Neoprene, EPDM or TPV material recommended by glass manufacturer, 50 to 60 Shore A durometer hardness, minimum 3 inch long x one half the height of glazing stop x thickness to suit application.
- D. Compressible Filler (Rod): Closed-cell or waterproof-jacketed rod stock of synthetic rubber or plastic foam, proven to be compatible with sealants used, flexible and resilient, with 5-10 psi compression strength for 25% deflection.
- E. Glazing Clips: Manufacturer's standard type.

## GLAZING PROCEDURES

- A. In pressed steel frames, clean glass and rabbet of dirt, moisture and oil. Apply ample glazing compound, as approved by glass or glazing panel manufacturer, to rabbet. Center glass or glazing panel in frame. Press glass or glazing panel into rabbet allowing 1/8" depth of back putty. Butter continuous stop bead against glass or glazing panel, allowing 1/8" bed of compound between glass



or glazing panel face and stop bead. Strike surplus compound from both sides of glass or glazing panel.

- B. Screw on continuous glazing bead furnished by hollow metal door and frame manufacturer. Confirm with General Contractor that interior sides of fixed and applied stops have been painted with final color prior to glass installation.
- C. In aluminum window units use extruded aluminum glazing beads and elastomeric gaskets as furnished by the system manufacturer.
- D. Mirrors shall be installed with continuous polished chrome "J" trim top and bottom and mirror mastic.

#### **PROTECTION & CLEANING**

- A. After installation the General Contractor shall take all necessary measures to protect glass surfaces and shall be responsible for final cleaning.
- B. At completion of work and immediately prior to final inspection, remove all dirt, stains, etc., from glass and adjacent finishes. Clean both sides of glass.
- C. Do not use acid solutions or water containing caustic soaps. Use commercial cleaning solutions and methods acceptable to the manufacturers of the glass.

**END OF SECTION 08 80 00**



## **SECTION 09 21 16 – GYPSUM BOARD ASSEMBLIES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SECTION INCLUDES**

- A. Metal wall and ceiling framing for gypsum board construction.
- B. Gypsum Wallboard.
- C. Taped, filled and sanded joint treatment.

### **RELATED WORK**

- A. Section 05 40 00 - Cold Formed Metal Framing
- C. Section 07 21 00 - Thermal and Acoustical Insulation
- D. Section 07 90 00 - Joint Sealants
- E. Section 09 30 00 - Tiling
- F. Section 09 90 00 - Painting and Coating

### **SUBMITTALS**

- A. Product Data:
  - 1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
  - 2. Manufacturer's installation instructions.
- B. Certification: Manufacturer's affidavit that materials used contains no asbestos.

### **MATERIALS**

- A. Gypsum wallboard and ceiling products:
  - 1. Interior wall and ceiling board shall be 5/8" thick, Type X Fire-Shield, 4'-0"x 8'-0" or 12'-0" panels, with tapered edges as manufactured by Gold Bond, or equal. Use water-resistant Type X "green board" in restroom walls and at mop sinks.
  - 2. Interior walls to receive Tile for both wet and non-wet areas shall be
    - a. Refer to section 092813 - CEMENTITIOUS BACKING BOARDS
- B. Metal stud and joist framing components:
  - 1. Metal studs or other cold rolled members in all exterior walls shall be sizes as indicated on the drawings and be galvanized sections as specified or scheduled on the structural drawings as manufactured by ClarkDietrich Building Systems, or equal. If not specifically noted or scheduled on structural drawings to the contrary all exterior studs shall be 16 gauge.
  - 2. Metal studs for all suspended furrings at ceilings shall be sizes as indicated on the drawings and be 16 gauge, galvanized members with 2" flanges as manufactured by Unimast Inc., or equal.
  - 3. All other metal studs in interior walls shall be sizes as indicated on the drawings and be 25 gauge members with 1 1/4" flanges as manufactured by ClarkDietrich Building Systems, or equal.
  - 4. Track shall be galvanized deep leg sections in same width and gauge as studs or joists as manufactured by ClarkDietrich Building Systems, or equal.
  - 5. Screws shall be type "S" self-drilling drywall screws.

6. All other fasteners not specifically noted on the plans shall be weather and corrosion resistant suitable for substrates to which metal members are being attached.
- C. Suspended drywall ceiling components:
1. DGL-26 1 1/2" face main tees, heavy duty classification 1 1/2" high x 144" long, integral reversible splice with knurled face and DGLW-424 cross tee sections 1 1/2" high x 48" long as manufactured by USG or equal.
  2. DGWM-24 wall molding 1" x 1 1/2" x 144" long, as manufactured by USG or equal.
  3. Hanger wire shall be minimum 12 gauge annealed steel, galvanized.
  4. Screws shall be type "S" self-drilling drywall screws.
- D. Metal hat section ceiling stripping:
1. HW-3100, 22 gauge, 1 1/2" high galvanized hat sections (HS-1) as manufactured by MBCI.
- E. Accessories:
1. Corner beads shall be "Dur-a-Bead" no. 103 with 1-1/4" x 1-1/4" flanges as manufactured by United States Gypsum Company, or equal.
  2. Casing beads shall be "Sheetrock" series no. 200-A, "J" shaped, channels as manufactured by United States Gypsum Company, or equal.
  3. Control joints shall be "Sheetrock", zinc, no. 093 as manufactured by United States Gypsum Company, or equal.
  4. Drywall revals shall be located at all visible areas where gypsum board meets concrete block and as detailed on drawings and manufactured by Fry Reglet Corporation or equal.
- F. Sealants:
1. Concealed acoustical sealants shall be rubber based, permanently flexible, non-skinning and non-hardening as manufactured by Tremco, Pecora, Presstite Division of Interchemical Corp., or equal.
  2. Exposed acoustical sealants shall be a synthetic resin, paintable compound as manufactured by Tremco, Pecora, Presstite Division of Interchemical Corp., or equal.

## INSTALLATION

- A. Steel wall framing:
1. Install continuous runners (tracks) at partition heads, bases and wherever partition ends terminate against surfaces of other materials. Secure runners (tracks) to other materials with proper fasteners at 24" o.c. maximum.
  2. Install all studs at 16" o.c. maximum, with studs located no more than 2" from ends of all partition runs. Provide double studs (min. 20 gauge) at jambs of all door and window openings.
  3. Install a minimum of two horizontal runs of CRC (cold rolled channels) through studs as stiffeners in partitions not exceeding 10'-0" in height. Provide a minimum of three rows of stiffeners in partitions greater than 10'-0" in height.
  4. All studs and wallboard shall terminate a minimum of 12" above ceilings. Refer to plans to identify walls and framing which is full height from floor to bottom of structure above.
  5. Brace top of non-full height partitions at approximately 45 degrees using stud material to structure above at 4'-0" o.c. maximum and at jamb studs on each side of door frames. Brace full height walls similarly from a point just above the ceiling to the structure above.
  6. Fasten suspended ceiling furrings using stud material braced continuous horizontally between structural joists and beams. Do not screw suspended furrings to metal deck above.
  7. Install lateral and diagonal racking bracing as per manufacture's recommendations and if noted on drawings.
  8. Fastening of all components shall be with self-drilling screws or welding. Screws shall be of sufficient size to insure the strength of the connection. Wire tying of components shall not be permitted. All welds shall be touched up with a zinc-rich paint.

B. Gypsum wall and ceiling board:

1. Install wall board vertically with joints centered over studs. Stagger joints on opposite sides of wall. Attach to studs and floor and ceiling runners with 1" long drywall screws at maximum 8" o.c. along edges of boards and maximum 12" o.c. in the field of the boards. For installation of second layer, install same as described above staggering joints from first layer using 1-5/8" long drywall screws at maximum 8" o.c. along edges of boards and maximum 12" o.c. in the field of the boards. Wall board shall be installed as required for 1 Hr. fire rating.
2. Install ceiling board with long dimension perpendicular to the direction of existing structure. Attach to existing structure same as wall board described above. Existing structure along long edges of panels should fall over solid blocking run between structural members. Ceiling board shall be installed as required for 1 Hr. fire rating.

C. Ceiling suspension systems:

1. Install in accordance with manufacturer's written instructions to assure system will support itself plus gypsum board, light fixtures, diffuses and other ceiling supported items with a maximum allowable deflection of 1/360 of span.
2. Main tees shall be spaced a maximum of 48" on center and supported by hanger wires spaced a maximum 48" on center and as specified by UL Fire Resistance Directory attaching hanger wires directly to structure above. Cross tees shall be spaced per manufacturer's recommendations and as specified by UL Fire Resistance Directory.
3. Provide additional hanger wires at all four corners of light fixtures, at the midspan of cross tees adjacent to light fixtures and at the cut end of cross tees longer than 23' which abut the walls.
4. Provide secondary supports (such as unistrut) to span beneath large ducts and suspended equipment to allow the maintaining of maximum hanger wire spacing specified above. Secondary supports must be hung from building structure above and not from ductwork or equipment. Submit design of secondary supports to maintain maximum allowable deflection of system (1/360 of span) for Architect's approval.
5. Adjust main runner and cross tee spaces as required to accommodate light fixtures, diffusers and other ceiling mounted items. Refer to reflected ceiling plans.

D. Accessories:

1. Install corner beads at all external corners. Corner beads must be screw attached, crimp-on attachment is not acceptable.
2. Install casing beads at all exposed wall or ceiling board edges and at all locations where wall or ceiling board abuts a different material.
3. Install control joints in drywall at no less than 50'-0" o.c., or as shown on plans. Control joints in fire-rated walls, ceilings or assemblies must be designed to maintain the integrity of the fire rating specified and design must be approved by the architect

E. Sealants:

1. Apply acoustical sealants in accordance with manufacturer's printed instructions at the following locations:
  - a. Serpentine beads under floor track and at ceiling track when abutting other construction.
  - b. Between all gypsum board edges and other materials and building elements.

F. Wood blocking:

1. Install miscellaneous wood blocking to support items requiring secure fastening with in drywall construction.
2. Refer to Section 06 10 00.

## **SCHEDULES**

### **A. Finishes in accordance with GA-214 Level:**

1. Level 1: Embed tape at joints in ceiling plenum areas, concealed areas, on portions of walls above ceilings between the ceilings and the tops of walls and where indicated, unless a higher level of finish is required for fire-resistance-rated assemblies and sound rated assemblies.
2. Level 2: Embed tape and apply first coat of joint compound to tape, fasteners, and trim flanges where panels are substrate for tile.
3. Level 3: Embed tape and apply separate first and fill coats of joint compound to tape, fasteners, and trim flanges where panels are substrate for medium or heavy textures.
4. Level 4 (Standard Finish): Embed tape and apply separate first, fill and finish coats of joint compound to tape, fasteners, and trim flanges where panels are substrate for light textures, flat paints or wall coverings.
5. Level 5: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface where panels are over 10'-0" high and are substrate for gloss or semi-gloss paints

**END OF SECTION 09 21 16**

## **SECTION 09 30 00 – TILING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SUMMARY**

- A. Section Includes:
1. Ceramic Wall Tile. Interior and Exterior.
  2. Ceramic Floor Tile.
  3. Ceramic Wall Base.
  4. Grouted joints.
  5. Transition Strips and Accessories.
- B. Related Requirements:
1. Section 03 30 00 – Cast-in-Place Concrete.
  2. Section 07 92 00 – Joint Sealants.
  3. Section 09 21 16 – Gypsum Board Assemblies:.

### **REFERENCES**

- A. American National Standards Institute:
1. ANSI A108/A118/A136.1 - American National Specifications for the Installation of Ceramic Tile.
  2. ANSI A137.1 - American National Standards Specifications for Ceramic Tile.
- B. Accessibility:
1. TAS – 2012 Texas Accessibility Standards.
  2. 2010 ADA Standards of Accessible Design.
- C. Codes:
1. 2021 International Building Codes.
  2. City of Victoria Amendments and ordinances.

### **QUALITY ASSURANCE**

- A. Conform to ANSI - American National Standard Specifications for the Installation of Ceramic Tile. ANSI A108 Series/A118 Series/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2014.
- B. Conform to TCA (HB) - Handbook for Ceramic Tile Installation; Tile Council of North America, Inc.; 2018.

### **PERFORMANCE REQUIREMENTS**

- A. Dynamic Coefficient of Friction (DCOF) – by DCOF AcuTest, all floor tile shall have a minimum DCOF of 0.42, ANSI A137.1.

### **SUBMITTALS**

- A. Submit actual material samples of all tile and grout products to Architect for approval prior to ordering and/or installing any material.

## **DELIVERY, STORAGE AND HANDLING**

- A. Protect materials from moisture, freezing or overheating in accordance with manufacturer's instructions.
- B. Deliver materials in original unbroken containers bearing the name of manufacturer, brand and grades seals.

## **MANUFACTURERS**

- A. All tile materials shall be quality certified by the Tile Council of America, Inc. to equal or exceed standard grade requirements of AMSI Specification 137.1.1980, packed in sealed containers bearing the certification mark of the TCA.
- B. Tile: Refer to Material and Finish Schedules on Drawings.
- C. Manufacturers of other products listed or required shall be equal to those listed below:
  - 1. Texas Cement Products, Inc., Tex-Rite Custom Building Products.
  - 2. Laticrete International.
  - 3. Mapei Corporation.
  - 4. Schluter Systems.
  - 5. Custom Building Products.
- D. Substitutions: Under provisions of Section 01 25 00.

## **MATERIALS & INSTALLATION**

- A. **TILE FLOORING:** Refer to drawings for color selection, sizes, patterns and locations. Install flooring in accordance with the Tile Council of America's 2018 Installation Handbook, Specification F-122A-17, for thin set tile installation over a waterproofing membrane using latex Portland cement mortar.
  - 1. Install Laticrete 9235 Waterproofing Membrane over concrete sub-floor.
  - 2. Install floor tile on top of Waterproofing Membrane using Laticrete 254 Platinum Multipurpose thin-set mortar.
- B. Waterproofing membrane shall be Laticrete 9235 liquid applied membrane or approved equal. Membrane must be installed in strict accordance with Manufacturer's written instructions for the particular application.
- C. **TILE BASE:** Refer to drawings for color selection, sizes, patterns and locations. Install using same specification as for wall tile.
- D. **INTERIOR WALL TILES:** Refer to drawings for color selection, sizes, patterns and locations.
  - 1. Install Laticrete 9235 Waterproofing Membrane over cementitious backer board.
  - 2. Install ceramic wall tile on top of Waterproofing Membrane using Laticrete 254 Platinum Multipurpose thin-set mortar.
- E. **INTERIOR LATEX MODIFIED GROUT:** Cementitious type, sanded and unsanded, resistant to shrinkage, with latex additive admix; bacteria and mildew resistant. Meets ANSI A118.7
  - 1. Grout joints: are to be thinnest joints per manufacturer's recommended range.



2. Manufacturer and product: Laticrete Grout or equal to all tile. Refer to drawings for Color selection.
- F. Once grout has fully cured, install commercial silicone sealant over all grout, at interior walls and floors.

### **SELF LEVELING UNDERLAYMENT**

- A. Where Leveling Floor is Required: Level Quick by Custom Building Products. Use with polymer modified, latex primer.

### **TRANSITION STRIPS**

- A. Provide transition strips at wall and floor areas as follows:
1. Provide Schluter Systems RENO-RAMP aluminum transition strip at areas where floor tile meets LVT.
  2. Provide Schluter Systems JOLLY aluminum edge trim at top and side edges of wall tile wainscot where tile meets gypsum board.
  3. Provide Schluter Systems QUADDEC aluminum edge trim at all outside corners of wall tile.
  4. All transitions strip finishes shall be satin nickel anodized.

### **CLEANING & PROTECTION**

- A. Upon completion of grouting work thoroughly clean all grout film from tile surfaces. After grout has fully cured, apply sealer as specified above.
- B. Protect floor tile by covering or controlling traffic until work by other trades is complete.

### **GUARANTEE**

- A. Furnish a written guarantee from the installer that all work performed under this section shall be free from defects in material and workmanship for a period of 1 year from the date of substantial completion of the project.

### **END OF SECTION 09 30 00**



### **SECTION 09 51 13 – ACOUSTICAL PANEL CEILINGS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

#### **GENERAL**

- A. All suspended ceiling systems shall be warranted for one (1) year against becoming unserviceable or objectionable in appearance as a result of being defective or non-conforming. Without limiting the warranty scope, the work shall be warranted against:
1. Noticeable sagging of the tile or board.
  2. Discoloration, darkening, mildewing of tile, board or exposed metal parts.
  3. Rusting or corrosion of the suspension system.
  4. Gaps in the tile or board caused by loose or improperly sized units.

#### **SUBMITTALS**

- A. Furnish one unit of each type of ceiling tile or board along with samples of each type of suspension system.

#### **PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials in original, unopened, protective packaging, with manufacturer's labels indicating brand name, pattern, size, thickness and fire rating, legible and intact.
- B. Store materials in original protective packaging to prevent soiling, physical damage or wetting.
- C. Store cartons open at each end to stabilize moisture content and temperature.
- D. Do not begin installation until sufficient materials to complete a room are received.

#### **ENVIRONMENTAL REQUIREMENTS**

- A. Complete installation of dampening materials before beginning Work.
- B. Do not install acoustical ceilings until exterior openings have been closed and the roofs are watertight. Temperature and relative humidity in the installation areas shall have reached levels which comply with the acoustical material manufacturer's recommendations before beginning work.
- C. Maintain temperature and relative humidity levels in the installation areas within the acoustical material manufacturer's recommended range during and after installation until acceptance by the Owner.

#### **MATERIALS**

- A. Suspension system shall be non-fire rated, Prelude XL 15/16", heavy duty, Exposed Tee System, 24" x 24", and 48" x 48" in white finish as manufactured by Armstrong or equal.
- B. Ceiling panels (APC1) shall be 24" x 24" x 5/8", Rockfon Artic, SL square edged, 660 white finish as manufactured by Rockfon or equal.

- C. Ceiling panels (APC2) shall be 24" x 24" x 5/8", Armstrong Shasta Vinyl Faced, square edged, 2904 white finish as manufactured by Armstrong or equal.
- D. Provide hold-down clips at all ceiling panels.

### **ABOVE CEILING INSPECTION**

- A. Examine surfaces scheduled to receive suspended units for irregularities and dampness that would affect quality and execution of Work. Deficiencies must be corrected before contractor installs ceiling.
- B. Mark access provisions at locations where indicated by the Mechanical Subcontractor before beginning installation.
- C. As a minimum, the following shall be in place before observation is scheduled:
  - 1. Minimum of 80% of light fixtures installed and functioning.
  - 2. Piped systems installed and insulation completed; leak and pressure tests performed and acceptable.
  - 3. Pipe painting and identification complete.
  - 4. Rigid and flexible ducts completed and insulated.
  - 5. Air devices installed and connected.
  - 6. Control air tubing installed.

### **WORKMANSHIP**

- A. Coordinate and schedule the work with adjoining work provided under other sections of the specifications. Do not close ceilings until all work above ceilings is complete.
- B. Examine the job conditions affecting acoustical installation and report to the Contractor any deficiencies that will prevent proper installation of acoustical work. Do not start installation until such deficiencies have been corrected.
- C. Installation shall conform to the drawings, the applicable specifications of the Acoustical Materials Association, the manufacturer's written instructions and the requirements herein.
- D. The suspension systems shall support the ceiling assemblies shown on the drawings, including lighting fixtures, diffusers, grilles and similar items in the assemblies, with a maximum allowable deflection of 1/360 of span.
- E. Provide secondary supports (such as unistrut) to span beneath large ducts and suspended equipment to allow the maintaining of maximum hanger wire spacing as recommended by the manufacturer. Secondary supports must be hung from the structure above and not from ductwork or equipment. Submit design of secondary supports to maintain maximum allowable deflection of system (1/360 of span) for Architect's approval.
- F. Layout the work in conformance with the reflected ceiling plan. Center patterns in spaces and conform to building modules as indicated. Layout shall provide greatest possible width of perimeter units, with widths being equal at opposite sides of the spaces. Uniform patterns for

ceiling units, lighting fixtures, diffusers and grilles shall be provided through cooperation with other installing trades.

- G. Completed ceilings shall be level, true to plane, pattern and module and square with the walls. Joints in tile, board and exposed suspension members shall be parallel and true. Ceiling work shall fit closely to adjoining items and construction, and be free from damaged tile and trim.
- H. Before final inspection and acceptance of the work, clean soil marks from ceilings, replace damaged units, touch-up abrasions on exposed metal with matching paint, and make any necessary adjustments to the systems. Leave the work clean, true to design and free from defects.

### **CLEANING**

- A. Clean soiled or discolored unit surfaces after installation.
- B. Touch up scratches, abrasions, voids and other defects in painted surfaces.
- C. Remove and replace damaged, or improperly installed units.
- D. Clean exposed surfaces of grid members and panels, including trim and edge moldings. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage, including dented and bent units.

**END OF SECTION 09 51 13**



## **SECTION 09 65 13 – RESILIENT WALL BASE**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Resilient Wall Base.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

#### **1.5 PROJECT CONDITIONS**

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Johnsonite, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.

- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## **PART 2 - PRODUCTS**

### **2.1 RESILIENT WALL BASE**

Manufacturer:

Johnsonite, Inc.	Phone	(800) 899-8916
16910 Munn Road		(440) 543-8916
Chagrin Falls, Ohio 44023	Tech:	Ext 9297
Web: <a href="http://www.tarkettna.com">www.tarkettna.com</a>	Samples:	Ext 9299
E-mail: <a href="mailto:info@johnsonite.com">info@johnsonite.com</a>	Fax:	(440) 543-8920

#### **A. RESILIENT WALL BASE**

1. Traditional cove base profile w/ toe – 1/8" thick by 4" height wall base, continuous roll. Color as indicated on the drawings
2. Preformed corners

### **2.2 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Johnsonite to meet site conditions
  1. Johnsonite #960 Cove Base Adhesive (Porous applications)
  2. Johnsonite #946 Premium Contact Bond Adhesive (Non-porous applications)

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Prepare substrates according to Johnsonite's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.



- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3 RESILIENT BASE INSTALLATION**

- A. Comply with Johnsonite'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 practicable without gaps at seams and with tops of adjacent pieces aligned.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.

### **3.4 CLEANING AND PROTECTION**

- A. Comply with Johnsonite's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

**END OF SECTION 09 65 13**



## **SECTION 09 65 16 – COMMERCIAL VINYL FLOORING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 GENERAL**

#### **1.1 REFERENCES**

- A. ASTM International (ASTM):
  - 1. ASTM F 1700 - Standard Specification for Solid Vinyl Floor Tile.

#### **1.2 SUBMITTALS**

- A. Product Data: Provide detailed data on each product to be used including but not limited to the following information as applicable:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Maintenance recommendations.
- B. Verification Samples: For each finish product specified, two sets of each type, colors and finish of resilient flooring and accessory required, indicating color and pattern of actual product, including variations, as proof of application compliance.
- C. Closeout Submittals: Submit three copies of the following:
  - 1. Maintenance and operation data includes - methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
  - 2. Documentation of warranty specified herein.
- D. Flame Spread Certification: Submit manufacturer's certification that resilient flooring furnished for areas indicated to comply with required flame spread rating has been tested and meets or exceeds indicated or required standard.

#### **1.3 QUALITY ASSURANCE**

- A. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, sheen and finished appearance are approved by Architect.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Flooring material and adhesive shall be acclimated to the installation area for a minimum of 48 hours prior to installation.
- C. Store cartons of tile products flat and squarely on top of one another, not on edge.

## 1.5 PROJECT CONDITIONS

- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations. Areas to receive flooring shall be clean, fully enclosed, weather tight with the permanent HVAC set at a uniform temperature of at least 65 degrees F (18 degrees C) and less than 85 degrees (30 degrees C) 48 hours prior to and during and for not less than 48 hours after installation. The flooring material shall be conditioned in the same manner prior to installation.
- B. Close spaces to traffic during resilient flooring installation and for a period of time after installation as recommended in writing by the manufacturer.
- C. Install resilient flooring materials and accessories after other finishing operations, including painting, have been completed.
- D. Where demountable partitions and other items are indicated for installation on top of sheet resilient flooring material, install flooring material before these items are to be installed.
- E. Concrete substrates should not exceed 82 percent RH and/or 6 lbs. X 24 hrs. X 1000 sf. moisture vapor emissions rate tested in accordance to ASTM F 2170 and ASTM F 1869.

## 1.6 WARRANTY

- A. Warranty Period: Manufacturer's standard warranty against manufacturing defects and wearing for flooring and as follows:
  - 1. Mohawk Industries:
    - a. Limited 20 Year M-Force Ultra Commercial Warranty.

## 1.7 EXTRA MATERIALS

- A. Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 closeout submittals requirements.
  - 1. Quantity: Furnish quantity of flooring units equal to 2 percent of amount installed. Comply with Owner's requirements for delivery, storage and protection of extra materials.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Mohawk Industries, which is located at: 160 South Industrial Blvd, Calhoun, GA 30701; Toll Free Tel: 800-241-4494  
  
Web: [www.mohawkgroup.com](http://www.mohawkgroup.com)
- B. Substitutions: Permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 25 00 Substitution Procedures.

## 2.2 RESILIENT TILE FLOORING

- A. Resilient Tile Flooring:
  - 1. Style: Refer to Material Schedule
  - 2. Style Number: Refer to Material Schedule
  - 3. Color: Refer to Material Schedule
  - 4. Product Type: Glue Down LVT
  - 5. Overall Thickness: 0.18"
  - 6. Wear Layer Thickness: 20 mil (0.5 mm).
  - 7. Finish: M-Force Ultra.
  - 8. Size: 9.25"W x 59"L (nominal)
  - 9. Construction: Commercial Grade Luxury Vinyl Tile
  - 10. Installation: Glue Down
  - 11. Classification: ASTM F1700-Class III, Type A-Smooth, Type B-Embossed

## 2.3 ACCESSORIES

- A. Adhesive: Manufacturer's recommended adhesive as follows.
  - 1. M95.0 Resilient Flooring Adhesive
  - 2. M700 Adhesive
  - 3. M99 Resilient Flooring Adhesive
  
- B. Portland based cementitious base leveler. Gypsum based not acceptable.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Inspect floor to be installed immediately upon arriving at job site; perform a moisture test.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. The installation of the resilient flooring shall not begin until the work of all other trades has been completed, particularly wet and overhead trades.
- E. Areas to receive flooring shall be adequately lighted during all phases of the installation process.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Using Portland based cementitious base leveler fill and cover all seams, nail heads, voids, cracks, and expansion joints. Achieve smooth, even, firmly attached substrate for best finish results.
  - 1. Float with a Portland cement compound using a latex additive (as recommended by the manufacturer) instead of water.
  - 2. Once substrate levelness is achieved continue with the next step.

- C. Apply concrete floor sealer to substrate in accordance with manufacturer's recommendations.
- D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- E. Concrete Substrates: The Contractor shall verify to the Owner and installer a minimum of 30 days prior to the scheduled resilient flooring installation the following substrate conditions. All substrate testing shall be documented and submitted to the Architect and Owner before commencement of the flooring installation.
  - 1. Verify that substrates are dry, free of debris, and that all curing compounds, sealers, and hardeners have properly cured.
  - 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 manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  - 4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.

### **3.3 INSTALLING RESILIENT TILES AND PLANKS**

- A. General:
  - 1. Permanent HVAC system shall be turned on and set to a minimum of 65 degrees F (20 degrees C) for a minimum of 48 hours prior to, during and 48 hours after installation. After the installations, the maximum temperature should not exceed 125 degrees F (37 degrees C).
  - 2. All products must be allowed to acclimate at least 24 to 48 hours before installation. This means product must be placed in the same room as the install that is taking place and removed from its factory packaging.
  - 3. Material shall be visually inspected prior to installation.
  - 4. Ensure that all recommendations for sub-floor and jobsite conditions are met prior to beginning the installation. Once the installation is started, Contractor and installer have accepted those conditions.
  - 5. Install in accordance with manufacturer's installation instructions for each product type and application specified.
- B. Layout and Installation:
  - 1. Center tiles or planks in rooms and hallways so borders are not less than half a tile or plank when possible.
  - 2. Cut edges shall always be installed against a wall.
  - 3. Install using tile and plank installation techniques recommended by manufacturer.
  - 4. Install tiles, planks, borders and feature strips in locations and configurations indicated on the Drawings.
- C. Adhesive Application:
  - 1. Any spread glue has to be covered with material and rolled within the recommended time frame described on the adhesive container.
  - 2. If troweled adhesive skims over, scrape up and reapply.
  - 3. Install in accordance with adhesive manufacturer's recommendations.
  - 4. Refer to manufacturer's literature for selection criteria for trowel size, type.

5. Using proper trowel size, apply adhesive in accordance with label on adhesive.
6. Spread a 4 inch (100 mm) wide band of adhesive around the perimeter of the area designated as an extreme condition area.
7. An additional 4 inch (100 mm) band should be spread at approximately 10 foot (3 m) intervals.
8. For transitional areas, from loose lay to another floor covering of a different height, a 4 inch (100 mm) band of adhesive should be spread across the length of the transition.

### **3.4 CLEANING**

- A. Wipe off any adhesive on floor as installation proceeds. Wait 48 hours before applying the cleaning and maintenance products.
- B. Prior to installation of permanent fixtures or furniture, remove all dirt, debris, or residual adhesive and clean the floor. If desired, a protective coating may be applied at this time. Specific products and instructions are available from the manufacturer.

### **3.5 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

### **3.6 MAINTENANCE**

- A. Comply with manufacturers instructions for proper cleaning and maintenance of the products.

**END OF SECTION 09 65 16**





## **SECTION 09 90 00 – PAINTING AND COATING**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SCOPE**

- A. Refer to Room Finish Schedules, Material Schedules, notes on the drawings , Section 6 and this Section of the specifications to determine building surfaces to be painted or otherwise finished.

### **WARRANTY**

- A. All painting and caulking shall be warranted for 2 years against becoming unserviceable or objectionable in appearance as a result of being defective or non-conforming. Without limiting the warranty scope, the work in general shall be warranted not to:
1. Noticeably discolor, yellow, streak, bloom, bleak, darken or fade.
  2. Change sheen with excessive speed or irregularity.
  3. Peel, crack, blister or alligator.
  4. Release from the substrate or intermediate coats.
  5. Chalk or dust excessively.
  6. Stay tacky or become tacky.
  7. Mildew

### **SUBMITTALS**

- A. Samples:
1. Submit three paper chip samples, 8 1/2" by 11" in size, illustrating range of colors available for each surface finish product as scheduled.
  2. Colors shall be in accordance with furnished schedules. Provide samples of every color and finish required.
  3. Prepare at project site on a material similar in texture to that which it is to be applied.
- B. Submit technical data sheets describing properties and application recommendations from manufacturers providing materials on the project.
1. Manufacturer's printed VOC data.
- C. Provide actual samples of stained work prepared by painting contractor on pieces of actual wood to be used on the project obtained from millwork supplier.

### **SCHEDULE**

- A. Based upon submittals, the Architect will prepare a paint and finish schedule identifying all materials and colors to be used on the project.

### **MATERIALS**

- A. The bid shall be based upon all paint, enamel, latex, fillers, thinners and other materials listed in the following schedule.
- B. Thinners shall only be those recommended by the particular paint manufacturer for use with his products.

- C. Use proper colored bases to mix colored paints. Prime coats shall be colored nearly the same as finish coats.
- D. The Architect reserves the right to select a different color for each room or space and to have colors adjusted at any time before the final coat is applied.
- E. Refer to Section 01 60 00 – Extra Stock.

### **ACCEPTABLE MANUFACTURERS**

- A. Best grade commercial products of the following manufacturers will be acceptable for use on the project.
  - 1. Sherwin-Williams
  - 2. Benjamin Moore
  - 3. PPG
  - 4. Devco
  - 5. Pratt & Lambert
  - 6. Olympic Stain Products
  - 7. U.S. Gypsum Company

### **PREPARATION**

- A. Deliver all materials in unbroken original packages or containers bearing manufacturer's labels.
- B. All material shall be stored and mixed only in such rooms as may be assigned for this purpose and all necessary precautions shall be taken to prevent a fire.
- C. Protect all finished surfaces and all surfaces receiving other materials, which depend on surface bonding, from becoming contaminated by any painting or coating.
- D. Coordinate and schedule painting work so as not to conflict with the work of other trades.
- E. Preparation of surfaces:
  - 1. Wood:
    - a. Sandpaper to smooth and even surface and slightly bevel sharp corners. Clean off all dust, using tack cloth if necessary. After primer has been applied fill nail and other holes and cracks with plastic wood or putty.
  - 2. Steel and Iron:
    - a. Remove grease, rust, scale and dust and touch-up any chipped or abraded places on items that have been shop coated. Where steel and iron have a heavy coating of scale, it shall be removed by wire brushing or sand blasting as necessary to produce a satisfactory surface for painting. Painting over rust and scale will not be allowed.
  - 3. Galvanized Metal:
    - a. Clean thoroughly with mineral spirits or naphtha.
  - 4. General:
    - a. Before painting, hardware, accessories, electrical device plates, lighting fixtures and similar items shall be removed by the installing trade and be replaced after painting work is completed. If items are not removed prior to painting and are damaged they must be repaired or replaced at no additional cost to the Owner.

## **APPLICATION**

- A. Apply materials in a manner to insure smooth, even, uniform coats, free from dirt, runs, brush marks, sags and laps. Apply all paint products in accordance with manufacturer's written instructions.
- B. Doors and trim and steel door frames shall be brushed or sprayed. Interior surfaces of stops, exposed to view, retaining glass shall be painted prior to installation of glass.
- C. All applications, other than on millwork, doors and frames, shall be by brush, spray or roller as recommended by coating manufacturer to produce the best finish. Semi-transparent stain shall be brushed only.
- D. All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least 24 hours between coats.
- E. Sandpaper with number 00 sandpaper between all interior coats on wood or metal surfaces. Steel wool may not be used.
- F. All finishes of each type of paint shall be uniform as to sheen, color and texture.
- G. Prime and back-prime with one coat of primer all surfaces of millwork, trim and woodwork, both interior and exterior. Priming work shall be done when such millwork is first delivered to the job.
- H. Give top and bottom edges of all doors two coats of the same finish applied to faces. Edge finishes on door tops and bottoms shall be applied after all cutting and fitting of door is completed and before weatherstripping is applied.
- I. Miscellaneous ungalvanized steel not exposed in finished areas shall be touched-up to cover bolts, field welds, and all damaged and scuffed areas, immediately after erection, using the same material as used in shop prime coating. One further coat of original priming material shall be given to all surfaces after touch-up primer has dried.

## **TOUCH-UP & CLEAN-UP**

- A. On completion of the building, examine all painted surfaces. Carefully touch-up and repair marred or damaged spots, work over all surfaces that have been repaired by other trades and leave entire work in first class condition.

## **PAINTING FINISH SCHEDULE**

- A. New interior gypsum walls and ceilings:
  - 1. Tape all joints and spread compound over nail or screw heads using perforated tape and joint compound. (Tape and float areas above ceilings which are not finished also).
  - 2. Sand first operation as required, trowel compound out to feather edge over all joints, nail or screw heads and around accessories.
  - 3. Sand second operation as required and apply one coat of combination textured paint containing sealer and primer with a simulated sand finish texture. Submit texture samples to the Architect for approval.
  - 4. Apply 1 coat Sherwin-Williams ProMar 200, Zero VOC, Interior Latex Primer
  - 5. Apply 2 coats Sherwin-Williams ProMar 200, Zero VOC, Interior Latex, low sheen paint.

6. Interior Latex Eg-Shel for Walls, Interior Latex Flat for Ceilings
- B. Interior exterior exposed structural framing and steel joists, metal door and window frames, interior metal guard railings, handrails, interior metal ladders, primed portions of rolling overhead doors and metal lite kits in wood doors: (At frames with glass lites and lite kits in wood doors, paint inside of fixed and applied stops prior to setting glass)
  1. 1st coat – Touch up factory primed surfaces. Pro Industrial Pro-Cryl Universal Acrylic Primer
  2. 2nd & 3rd coats – Sherwin-Williams Pro Industrial DTM Acrylic Eg-Shel Industrial enamel.
- C. Exterior metal frames , steel lintels and structural framing.
  1. 1st coat – Touch up factory primed surfaces or apply primer (as recommended by paint manufacturer for each substrate).
  2. 2nd & 3rd coats – Sherwin-Williams Pro Industrial DTM Acrylic Eg-Shel Industrial enamel
- D. Painted interior, plywood and trim, plywood telephone/computer equipment boards:
  1. 1st coat – Sherwin-Williams ProBlock Interior Oil-Based Primer
  2. 2nd & 3rd coats – Sherwin-Williams 200 Interior Alkyd semi-gloss enamel.
- E. Stained wood cabinets and shelving, and interior woodwork, trim, plywood seating and railings
  1. Apply paste filler and satin sheen oil stain. Color as selected by Architect.
  2. Apply 3 coats clear satin sheen – Sherwin-Williams Wood Classics Polyurethane Varnish
- H. Interior and exterior mechanical, plumbing and electrical equipment, including machinery, roof top A/C units, electrical switches and panels, meters, piping and conduits, uninsulated water and sewer lines and similar items (excluding copper) exposed to view: Mask all equipment nameplates and information plates or tags.
  1. 1st coat on primed or factory painted equipment - Touch-up scars and scratches with primer.
  2. 1st coat on black steel - Maintenance primer.
  3. 2nd & 3rd coats - Satin sheen industrial enamel.
- I. Blackout duct interiors in sight line, but not less than 15” back from registers, grilles and diffusers:
  1. One coat flat, wrought iron, black.

## **COLORS**

- A. Interior/Exterior Finish Colors are scheduled on drawings. Colors of paints (including stains) shall match control samples.
- B. Traffic Paint
  1. Parking Stall Strips: White
  2. Painted Medians: State of Texas Reflective Yellow
  3. Handicap Curb Ramps: State of Texas Reflective Yellow
  4. Fire Lanes: Red.

## **COMPLETION**

- A. Furnish Owner a typewritten list of paint schedule in duplicate, listing manufacturer’s names, types of paint and color numbers or custom mix formulas.

## **END OF SECTION 09 90 00**

## **SECTION 10 01 00 – MISCELLANEOUS SPECIALTIES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SECTION INCLUDES**

- A. Furnish and install the following:
  - 1. Handicapped Parking Signage, refer Civil for location
  - 2. Rapid Entry System (Fireman's Knox Box)

### **RELATED SECTIONS**

- A. Section 03 30 00 - Cast-in-Place Concrete
- B. Section 05 50 00 - Miscellaneous Metals: Metal bracing, fasteners and other support components
- C. Section 06 10 00 - Rough Carpentry: Wood blocking
- D. Section 09 21 16 - Gypsum Board Assemblies
- E. Section 09 51 03 - Acoustical Ceilings
- F. Division 26 - Electrical

### **SUBMITTALS**

- A. Product Data:
  - 1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
  - 2. Manufacturer's installation instructions.
  - 3. Manufacturer's operation and maintenance data, as applicable.
- B. Shop Drawings: Show sizes, locations and installation details. Include utility (electrical, water, gas) requirements.
- C. Samples: Color charts showing manufacturer's full range of colors.

### **COORDINATION**

- A. Coordinate Work of this Section with work of other sections in which items are to be installed.

### **APPROVED MANUFACTURERS**

- A. Specifications are based on named products and manufacturers. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.

### **MATERIALS**

- A. Handicap Parking Sign:
  - 1. Provide Model SS01, 12"x 18", traffic sign stating "RESERVED PARKING" and including international handicap symbol with no arrows as manufactured by Best Manufacturing Sign Systems, 1202 North Park Ave., Montrose, CO 81401. Telephone 1-800-235-2378.
  - 2. Lettering shall be green on white background. Handicap symbol shall be white in a blue box.
  - 3. Provide additional 12"x 6" sign stating "VAN ACCESSIBLE" directly below above described sign when designated on plans. Lettering shall be white on blue background with white border.
  - 4. Mount on galvanized steel post set in concrete with bottom of lowest sign 5'-0" above paving.

- B. Rapid Entry System (Fireman's Lock Box)
1. Model 3200 Series Knox Box with weather resistant gasketed hinged door. Recessed installation kit for installation when in masonry. Surface installation at other required locations.
  2. Exterior Dimension: 7"h x 7"w x 3 1/4"d.
  3. Lock: UL listed. Best lock with double-action rotating tumblers and hardened steel pins.
  4. Finish: Pre-treatment, Zinc-phosphate to Federal Standard TTC 490 Type II.  
Final Coating: Weather resistant interior and exterior TGIC polyester powder coating
  5. Finish Color: Aluminum Finish.

### **EXAMINATION**

- A. Verify utility (electrical, water, and gas) requirements, where applicable, are installed and ready for connection.
- B. Verify items fastened to walls have proper blocking or support items installed.
- C. Verify locations for items are ready for their installation.

### **INSTALLATION**

- A. Install all items in accordance with manufacturer's printed instructions in locations shown on drawings.
- B. Fasten TV brackets securely to walls where indicated on drawings.

### **CLEANING AND ADJUSTING**

- A. Make final adjustment after installation and clean all backstop support piping of dirt and other substances which may affect final finish.
- B. Clean all items of dirt and foreign matter which may affect appearance and operation.
- C. Adjust items for proper operation.
- D. Instruct Owner's personnel on proper operation and maintenance of items.

### **END OF SECTION 10 11 00**

### **SECTION 10 21 13 – HIGH DENSITY POLYETHYLENE TOILET PARTITIONS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

#### **SECTION INCLUDES**

- A. High Density Polyethylene (solid plastic) toilet partitions, floor mounted, overhead braced.

#### **SUBMITTALS**

- A. Shop Drawings: Within four (4) weeks of award of contract, submit:
  - 1. Complete shop drawings for the Architect's approval, showing all required field measurements, all details and elevations, plans and sections required to indicate all conditions.
  - 2. Manufacturer's installation instructions.
- B. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns. Submit manufacturer's standard color selector.
- C. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

#### **QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Minimum 5 years manufacturing toilet partitions.
- B. Installer Qualifications: Minimum 2 years experience installing toilet partitions.
- C. Certification: Provide a certificate of compliance attesting that all materials are in accordance with manufacturer's specifications.

#### **DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### **PROJECT CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits. Manufacturer's storage and handling instruction shall be reviewed and maintained.
- B. Field Measurements: Take field measurements prior to component fabrication to ensure proper fitting of work.

- C. Coordination: Furnish inserts and anchorages that will be built into other work for installation of toilet compartments and related items

## PRODUCTS

### APPROVED MANUFACTURERS

- A. Basis-of-Design Product: AMPCO Products, LLC.; 11400 NW 36th Avenue, Miami, FL 33167. ASD. Tel: (305) 821.5700. Fax: (305) 507.1414. Email: info@ampco.com.

Web: <http://www.ampco.com>

or comparable product by one of the following:

1. Accurate Partitions Corporation, Lyons, IL; (708) 442-6801
2. Bobrick Washroom Equipment, Inc., North Hollywood, CA; (281) 362-7575
3. Bradley Corporation, Menomonee Falls, WI; (800) 272-3539
4. DesignRite Partitions (Spec-Rite Designs), St. Louis, MO; (877) 249-6864
5. Flush-Metal Partition, Maspeth, NY; (718) 784-3380
6. Global Steel Products Corp., Deer Park, NY; (631) 586-3330
7. Knickerbocker Partition Corp., Irving, TX; (972) 438-5330
8. Metpar Corp., Westbury, NY; (516) 333-2600
9. Partition Systems, Inc. (Columbia Partitions), Columbia, SC; (803) 765-9980
10. Tex-Lam Manufacturing, Inc., Houston, TX; (713) 695-5975

## MATERIALS

- A. General: Comply with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).
- B. Doors and Panels: 1 inch thick solid high density polyethylene formed under pressure. Solid color throughout. All edges to be machined radius and all sharp edges removed.
- C. Pilasters: 40 Series shall be same construction as doors and panels. Pilasters are to be anchored to the floor with heavy gauge angle. Top of pilasters to be securely braced with extruded aluminum headrail with integral crown loafer rail .
- E. Headrail: 1 7/8in x 1 1/32in x 1/16in with integral crown loafer rail, extruded aluminum heat treated and anodized with necessary fittings.
- F. Hardware: Hinges shall be fabricated from 11 gauge stainless steel, one piece leaf, for surface mounting. Hinge shall be equipped with one piece 3/8 inch stainless steel pintle extending the full height of the hinge. Upper and lower hinge are to both be cam operated, with the one piece pintle.
1. Coat hook and bumper to be 14 gauge stainless steel.
  2. Door strike and keeper shall be 14 gauge stainless steel.
  3. Bracket for wall and partition attachment shall be continuous 14 gauge stainless steel.
  4. Pilaster shall be attached to the floor by means of an 11 gauge stainless steel footer, with provisions for leveling, attached to two (2) 3/8 inch diameter stainless steel studs set into expansion shields. The floor connections are to be covered by a four (4) inch high stainless steel shoe.
- H. Color: Refer to drawings for finish and material selections basis-of-design. The architect will attempt to select colors from the manufacturer preferred by the subcontractor; however, if the



standard colors do not prove to be an entirely satisfactory match to the color selected in the drawings the architect reserves the right to make selections from the full range of colors and patterns offered by any of the manufacturers listed herein.

## **EXECUTION**

### **INSTALLATION**

- A. Install in accordance with manufacturer's printed instructions.
- B. Install all toilet partitions where indicated on the drawings, and as indicated on the shop drawings, anchoring all components firmly in place for long life under hard use and in complete accordance with the manufacturer's recommendations.
- C. Provide blocking/anchoring devices to secure to wall. Anchoring devices must be compatible to wall type to ensure adequate strength.

### **CLEANING AND ADJUSTING**

- A. Clean surfaces free of dirt, oil, grease and other contaminants which detract from appearance of partitions.
- B. Except for compartments for the handicapped, adjust doors to remain at a uniformly open position when unlocked.

### **REPLACEMENT OF DEFECTIVE MATERIALS**

- A. Defaced, damaged, scratched or marred materials will not be permitted, will be considered defective, and rejected. Rejected materials shall be replaced with new materials at no additional expense to the Owner.

**END OF SECTION 10 21 13**



### **SECTION 10 28 13 – TOILET ROOM ACCESSORIES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

#### **SECTION INCLUDES**

- A. Toilet room and miscellaneous accessories installed throughout the facility specified herein.

#### **RELATED SECTIONS**

- A. Section 05 40 00 - Cold-Formed Metal Framing
- B. Section 09 21 16 - Gypsum Board Assemblies
- C. Section 09 30 00 - Tiling
- D. Section 10 21 13 – High Density Polymer Toilet Partitions
- E. Section 26 00 00 - Electrical

#### **SUBMITTALS**

- A. Product Data: For each type of product indicated. Include the following:
  - 1. Construction details and dimensions.
  - 2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
  - 3. Material and finish descriptions.
  - 4. Features that will be included for Project.
  - 5. Manufacturer's warranty.
- B. Product Schedule: Tabular or spreadsheet format indicating types, quantities, sizes and installation locations by room of each accessory required.
- C. Provide statement from Installer that all mounting heights, clearances, and reach ranges for accessories have been reviewed and confirmed to be in compliance with Texas Accessibility Standards as required.

#### **QUALITY ASSURANCE**

- A. Comply with ANSI A117.1 and Texas Accessibility Standards (TAS) for age-appropriate mounting heights, reach ranges and clearances required.
- B. Source Limitations: For products listed together in the same Part 2 articles, obtain products from single source from single manufacturer.
- C. 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.

#### **COORDINATION**

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

## **WARRANTY**

- A. Warrant the work specified herein for three (3) years, or provide manufacturer's standard warranty for specified products, against becoming unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials and workmanship.
- B. Defects shall include, but not be limited to:
  - 1. Delamination or deterioration of finish.
  - 2. Noisy, rough or difficult operation.
  - 3. Failure to meet specified quality assurance requirements.

## **MANUFACTURERS**

- A. Toilet Accessories - General:
  - 1. Bobrick Washroom Equipment, Inc. (BWE)
  - 2. Bradley Corporation (BRAD)
  - 3. American Specialties, Inc.(ASI)
  - 4. Substitutions: Under provisions of Section 01 25 00.
- B. Specifications are based on products of Bobrick Washroom Equipment, Inc., (281) 362-7515, unless specific manufacturer is noted otherwise.
- C. Owner Furnished/Contractor Installed Liquid Soap Dispensers. Contractor to coordinate supply of dispensers with owner and install per TAS.

## **MATERIALS**

- A. Stainless Steel: ASTM A 666, Type 304, 22 gauge minimum nominal thickness unless otherwise indicated.
- B. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch minimum nominal thickness.
- C. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot-dip zinc coating.
- D. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- E. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- F. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
- G. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, 1/4 inch thick.
- H. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

## **FINISHING**

- A. Stainless Steel: No. 4 satin brushed, typical on all accessories unless otherwise noted.
- B. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats vitreous enamel.
- C. Chrome/Nickel Plating: Satin finish.
- D. Shop Primed Ferrous Metals: Pretreat and clean, spray apply one coat primer and bake.
- E. Back paint components where contact is made with building finishes to prevent electrolysis.

## **ACCESSORIES SCHEDULE**

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Refer to drawings for full accessories schedule.

## **INSTALLATION**

- A. Comply with ADA and TAS requirements. Refer to Drawings. When not shown, submit supplier's recommendations for locations and mounting height before proceeding. Contractor shall be responsible for any relocation, including repair work, made necessary by relocation due to failure to comply with ADA and TAS requirements.
- B. Contractor shall be responsible for supplying all opening, blocking, and other components necessary for installation of all toilet accessories.
- C. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored.
- D. Use approved theft-resistant type fasteners.

## **ADJUSTING AND CLEANING**

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

## **END OF SECTION 10 28 13**



## **SECTION 10 44 00 – FIRE PROTECTION SPECIALTIES**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SUMMARY**

- A. Section Includes:
  - 1. Fire Extinguishers
  - 2. Cabinets

### **REFERENCES**

- A. NFPA 10 – Portable Fire Extinguishers
- B. ADA Accessibility Guidelines

### **QUALITY ASSURANCE**

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Provide fire extinguisher, cabinets and accessories by single manufacturer.

### **SUBMITTALS**

- A. Product Data:
  - 1. Fire Protection Cabinets: Include roughing-in dimensions, details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type, trim style, and panel style.
  - 2. Manufacturer's installation instructions.
- B. Product Schedule: For fire extinguishers. Coordinate final fire extinguisher schedule with fire protection cabinet schedule to ensure proper fit and function.

### **PRODUCTS**

#### **ACCEPTABLE MANUFACTURERS**

- A. Specifications are based on the products of named manufacturers. Other listed manufacturers who produce products equivalent to those specified are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing equivalent to those specified and comply with Division 1 requirements regarding substitutions to be considered.

Portable Fire Extinguishers:

Badger; Div of Figgie Fire Protection Systems. 1-800-446-3857 [www.badgerfire.com](http://www.badgerfire.com)  
General Fire Extinguisher Corporation. 800-323-6452 [www.genfire.com](http://www.genfire.com)  
J.L. Industries, Inc 1-00-554-6077 [www.jlindustries.com](http://www.jlindustries.com)  
Kidde: Walter Kidde, The Fire Extinguisher Co. [www.kidde.com](http://www.kidde.com)  
Larsen's Manufacturing Company. 800-527-7367 [www.larsenmfg.com](http://www.larsenmfg.com)

## **MATERIALS**

- A. Cold-Rolled Steel Sheet: Carbon steel, complying with ASTM A 366/A 366M, commercial quality, stretcher leveled, temper rolled.

## **PORTABLE FIRE EXTINGUISHERS**

- A. General: Provide fire extinguishers of type, size and capacity for each cabinet and other locations indicated.
- B. Multipurpose Dry-Chemical Type: UL-rated 4-A:60B:C, 10-lb (4.5-kg) nominal capacity, in enameled steel container.

## **FIRE PROTECTION CABINETS**

- A. Cabinet Construction: Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Weld joints and grind smooth. Miter and weld perimeter door frames.
- B. Fire Rated Cabinets: Listed and labeled to meet requirements of ASTM E 814 for fire-resistance rating of wall where it is installed.  
Construct fire-rated cabinets with double walls fabricated from 0.0478-inch thick, cold rolled steel sheet lined with minimum 5/8-inch thick, fire-barrier material. Provide factory drilled mounting holes.  
Cabinet Metal: Enameled-steel sheet.
- C. Cabinet type: Suitable for the following:  
Fire extinguisher: Cabinet for housing fire extinguisher.
- D. Cabinet Mounting: Suitable for the following mounting conditions:  
Semirecessed: Cabinet box partially recessed in walls of shallow depth to suit style of trim indicated.
- E. Cabinet Trim Style: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.  
Exposed Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backend).  
Rolled-Edge Trim: 4-inch backbend depth.
- F. Cabinet Trim Material: Manufacturer's standard as follows:  
Same metal and finish as door.
- G. Door Material: Manufacturer's standard as follows:  
Sheet Steel
- H. Door Glazing: Manufacturer's standard as follows:  
Tempered Float Glass: ASTM C 1048, Kind FT, Condition A, Type I, Quality q3, as follows:  
Class 1 (clear)
- I. Door Style: Manufacturer's standard as follows:  
Fully glazed panel with frame.



- J. Door Construction: Fabricated doors according to manufacturer's standards, of materials indicated, and coordinated with cabinet types and trim styles selected.  
Provide minimum 1/2 inch thick door frames, fabricated with tubular stiles and rails, and hollow metal design.
- K. Door Hardware: Provide manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide either lever handle with cam-action latch, or exposed or concealed door pull and friction latch. Provide concealed or continuous-type hinge permitting door to open 180 degrees.

## **ACCESSORIES**

- A. Mounting Brackets: Manufacturer's standard steel, designed to secure extinguisher, of sizes required for types and capacities of extinguishers indicated, with plated or baked-enamel finish.  
Provide brackets for extinguishers not located in cabinets  
Provide brackets for extinguishers located in cabinets.
- B. Identification: Provide lettering to comply with authorities having jurisdiction for letter style, color, size, spacing, and location.  
Identify bracket-mounted extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to wall surface.  
Identify fire extinguisher in cabinet with the words "FIRE EXTINGUISHER" applied to door.  
Application process: Vinyl Letters.  
Lettering Color: White  
Orientation: Vertical  
Identify fire blanket in cabinet with the words "FIRE BLANKET" applied to door.  
Application process: Vinyl Letters.  
Lettering Color: White  
Orientation: Vertical

## **EXECUTION**

### **INSTALLATION**

- A. General: Install fire protection cabinets in locations or required by authorities having jurisdiction and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.
- B. Fire Protection Cabinets: Fasten cabinets to structure, square and plumb.
- C. Examine fire extinguishers for proper charging and tagging.  
Remove and replace damaged, defective, or undercharged fire extinguishers.  
Install fire extinguishers in compliance with requirements of authorities having jurisdiction.

### **ADJUSTING AND CLEANING**

- A. Remove temporary protective coverings and strippable films, if any, as fire protection cabinets are installed unless otherwise indicated in manufacturer's written installation instructions.

- B. Adjust fire protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.
- C. On completion of fire protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.
- D. Touch up marred finishes, or replace fire protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire protection cabinet and mounting bracket manufacturers.
- E. Replace fire protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures

**END OF SECTION 10 44 00**

**SECTION 12 24 00 – WINDOW BLINDS**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

**WORK INCLUDED**

- A. The Contractor shall provide and install 1” Riviera mini-blinds as manufactured by Levelor Lorentzen, Inc., complete with valance and definition edging (side and bottom channels) at all exterior windows. Color as selected by the Architect.
- B. All requests for substitution must be submitted in accordance with procedures outlined the Instructions to Bidders.

**SUBMITTALS**

- A. Provide installation plans showing locations and brochures indicating, materials, construction, installation and attachment information.
- B. Provide actual material samples for all items requiring color selections.

**INSTALLATION**

- A. All blinds shall be securely attached and installed in strict accordance with the manufacturer’s written instructions.
- B. All blinds shall be fully adjusted and tested for proper operation upon completion of installation.

**END OF SECTION 12 24 00**



## **SECTION 12 34 10 – CASEWORK**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **PART 1 GENERAL**

#### **SCOPE**

- A. Provide and install all base cabinets, upper cabinets, tall cabinets, special use cabinets, countertops, backsplashes, fillers and grounds specified herein and shown on the drawings.
- B. Provide and install sinks located in casework units. Provide removable backs in all casework necessary to gain access to plumbing connections and/or chases.
- C. Provide and install grommets in countertops for electrical cords; coordinate location with drawings. Show all locations on countertop plans during submittal process.

#### **SUBMITTALS**

- A. Submit shop drawings in accordance with the requirements of Article 3.12 of the General and Supplementary Conditions, complete with either catalog cut sheets or physical samples of all required hardware. Drawings shall indicate cabinet style, size, clear depth dimensions, filler requirements, and section information necessary for proper installation of all equipment. Provide an equipment list for all accessories furnished by the casework manufacturer as required by these documents. Provide profile of all countertops with dimensions and finished end locations.
  - 1. Plastic Laminate Color Charts:  
The architect will attempt to select colors from the plastic laminate selections preferred by the subcontractor; however, if the standard colors do not prove to be an entirely satisfactory match to the laminates selected in the drawings the architect reserves the right to make selections from the full range of colors and patterns offered by any of the manufacturers listed herein.
  - 2. Provide one full size cabinet as selected by the Architect from the submitted shop drawings for review of construction, finishes, and specified hardware. Once approved and in useable condition at time of installation this cabinet may be used as part of the final work.

#### **QUALITY ASSURANCE**

- A. The casework manufacturer shall ensure the final casework structure is safe and stable when carrying the maximum intended loads, as measured against the load ratings of the fully extended, specified sliding drawer and shelf hardware.
- B. The installer shall designate an individual in his organization who is responsible for quality review and assurance that the work installed under this section of the work meets the quality standards established herein.

## **DELIVERY AND STORAGE**

- A. Do not deliver casework until the location for which casework is to be installed has been climatized; humidity level changes do not exceed 20 percent and temperature changes do not exceed more than 15 degrees in any 24 hour period.
- B. Upon delivery, locate casework in each area where it is to be installed. Do not install cabinets where wet work has not been completed. Cover and protect from other trades.

## **WARRANTY**

- A. Provide one year warranty protecting against defective materials and workmanship.

## **PART 2 PRODUCTS**

### **MANUFACTURERS**

- A. The drawings have been established using LSI Corporation of America, Inc. model numbers. Some model numbers may be modified to reflect certain requirements for this project. Where these modifications are different from the standard products furnished, deviations from these modifications will not be allowed. The following is a list of acceptable manufacturers of plastic laminated casework:
  - 1. LSI Corporation of America, Inc. Minneapolis, MN, 612-559-4664
  - 2. Terrell Manufacturing Co., San Angelo, 915-655-7133
  - 3. Tru-Bilt, Calmar, IA 319-562-3261
  - 4. Case Systems, Midland, MI 517-835-7773
  - 5. Alpha & Omega Casework, Taylor, TX, 512-587-3771
  - 6. TMI, Dickinson, ND, 701-225-6716
  - 7. Westmark Products Inc., Tacoma WA, 206-531-3470
  - 8. Victoria Cabinet Works, 361-442-7767
  - 9. Ameritek Designs, Inc. 281-442-7767
  - 10. Texas Woodwork Interiors
  - 11. Goebel Woodwork, Cuero TX, 361-277-5220
- B. Plastic Laminate Manufacturers (Basis-of-Design indicated on Material Schedule on drawings):
  - 1. Nevamar
  - 2. Formica
  - 3. Wilsonart
  - 4. Pionite
  - 5. Lamin-art
- C. Particle Board: Shall have a minimum density of 45 lbs. per cubic foot with a moisture content no to exceed 8% and shall be mat formed three ply construction. Approved manufacturers:
  - 1. Lousiana-Pacific
  - 2. Weyerhaeuser
  - 3. Temple-Eastex
  - 4. Kirby Forest Products

D. Plywood: Shall be 7 ply veneer core 3/4" material and 9 ply for 1 1/8" material. Species shall be Douglas Fir. Grade shall be B faces with interior veneers grade C or better. Voids in interior cores exceeding 5 square inches will be subject to rejection. All plywood shall be manufactured in accordance with the U.S. Products Standards PS-1. All plywood shall be marked for exterior use and shall be adhered with waterproof glue. Where drawings or specifications indicate the use of plywood, particle board will not be accepted.

E. Hardware:

1. Hinges shall be five knuckle 2 3/4" overlay type, .095 gauge with hospital tips. Provide a dull chrome US26D finish. Hinges shall be Gamblo Company, Inc. or equal Stanley. If alternate hinges are used approval of sample hinge will be required prior to placement of any casework on the project.
2. For doors less than 48" in height provide 2 hinges. For doors greater than 48" in height provide 4 hinges.
3. Pulls shall be Stanley 4484 US26D (equal Epcos M2-304 US26D)
4. Drawer slides in all cases shall maximize the clear inside depth of the case.  
Manufacturers:
  - a. Knappe & Vogt
  - b. Grant
  - c. Accuride
  - d. Hafele
5. Heavy duty 50 lbs. rating equal to KV 1300SC.
6. File drawers shall be equipped with 100 lb. ratings, equal to KV 1429 full extension slides. All file drawers shall have file suspension brackets equal to Pendaflex File Frame Systems.
7. Magnetic Catches: Epcos 592-WS at all doors. Provide two catches for all doors in excess of 36" in height. Equal manufacturer: Stanley.
8. Shelf Supports: KV #347 or Hafele # 282.11.707 metal inserts spaces at 1 1/4" centers.
9. Locks: National M2-3704 construction core five pin tumbler lock keyed differently unless specified otherwise. Provide two keys per lock, master keyed, with a total of 6 master keys. Equal manufacturer: Best Lock Corporation.
10. Elbow catches at all inactive leaves shall be Ives 2A3.
11. Cloths Hanger Rod and Flanges shall be KV 660 rods with two #734 flanges.
12. Grommets: 2" as manufactured by Doug Mockett or equal.

F. Edging:

1. All exposed edges shall be covered with .020 or 3mm PVC applied with hot melt glue under heat and pressure to provide a complete seal. Color as selected by Architect. "T" barb edging will not be accepted.
2. Provide .020 PVC edge at all case bodies.
3. Provide 3mm edge at all doors, drawers, aprons, work surfaces and counter tops.
4. Colors as selected by the Architect from full range of colors to match plastic laminate.
  - a. One color will be selected for doors, drawers and aprons.
  - b. One color will be selected for countertops.

- G. 1/4" hardwood plywood shall be stain grade 5 ply veneer core plywood used at all drawer bottoms, no exceptions.
- H. Retractable Keyboard Tray
  - 1. Manufacturer: 3M
  - 2. Model No.: AKT60LE
  - 3. Locations: All locations indicated on drawings, refer to schedule and elevations.

## LAMINATE FINISHES

- A. Decorative vertical surfacing laminate (.032) shall be at all exposed surfaces such as doors, drawers, exposed walls, open shelving units, ie., backs, shelves, and interiors of open cases.
- B. Decorative general purpose laminate (.055) shall be used at all countertops and backsplash surfaces. Where rolled edge or post-formed coved backsplashes are indicated provide post-forming grade plastic (.042).
- C. Cabinet liner (.030) shall be Wilson-Art #1573-CL "Solid Frosty White" or equivalent. No other color will be acceptable. The cabinet liner shall be used for balancing exterior surface laminates.
- D. Backer, .020" thick, shall be placed on all unexposed surfaces. And specifically at all undersides of countertops and backs of backsplashes. Backer shall be adhered to counters under heat and pressure.
- E. Pressure Fused Melamine Laminate, Frosty White in color shall be used in areas behind closed doors. Only High Quality Thermofused 80 to 100 gram PSM minimum Melamine will be accepted. Melamine must meet NEMA LD3-1991, GP-20, and ALA 1992 minimum performance standards, including 600 cycles in the Resistance to Wear Test and 19 to 20 inches in the Resistance to Impact Test. Note: Impact and Wear Test exceed minimum standards.

## WORKMANSHIP

- A. All parts shall be machined for accurate fit and assembled with appropriate fasteners resulting in level and plumb units without discernable tool marks. Modified or special units shall be constructed with similar details.
- B. Cabinet Sub-base: To be separate and continuous (no cabinet bodies sides-to-floor). water resistant exterior grade plywood with concealed fastening to cabinet bottom. Ladder-type construction of unfinished fronts for the application of coved base material furnished by other sections.
- C. Schedule of Materials:
  - 1. Walls 3/4"
  - 2. Tops and Bottoms 3/4"
  - 3. Horizontal Dividers 3/4"
  - 4. Vertical Dividers 3/4"



5. Shelves 1"
6. Backs 3/8"
7. Finished Back Panels 3/4"
8. Countertops 1 1/8" (1 1/4" finished thickness)
9. Backsplashes 3/4"
10. Countertop Supports 1 1/4"
11. Aprons 3/4"
12. Toe Boards 3/4"
13. Drawer Sides 1/2"
14. Drawer Bottoms 1/4"
15. Fillers 3/4"

D. Drawer Construction:

1. Option 1: All drawers shall be constructed of minimum .50 inch hardwood sides, front and back assembled in drawer press with glued and doweled joinery. Drawer bottoms shall be 1/4 hardwood plywood matching species of drawer sides and shall be let into drawer sides, front and back. Provide a continuous bead of hot melt glue around perimeter of underside of drawer bottom firmly lock the drawer bottom in place. (Lacquer or C.L. finish at interior of drawer.)
2. Option 2: Fabricate all drawer boxes using 1/2 inch, 9-ply laminated hardwood plywood. The four corners of the drawers are machined for lock shoulder joints, glued, and stapled. The top edges of the drawer box sides and back are radiused. Drawer bottom is let in on four sides and securely glued underneath with a continuous bead of glue around the perimeter of the drawer bottom. Additional bottom braces are used on drawers over 24" wide. All components have one coat of clear waterproof sealer. Drawer boxes are screw-attached to separate drawer fronts.
3. Option 3: Drawer fronts shall be applied to separate drawer body component sub-front. Drawer sides shall be doweled and glued to receive front and back, machine squared and held under pressure, to set.

E. Note that at all sink cabinets, plywood cores shall be used as the substrate for both the cabinet and countertop.

## UNITS

- A. Items of casework by room shall be as indicated on the drawings. Plan and/or elevations shall indicate casework to be provided.
- B. Manufacturer shall provide custom built units where indicated and as necessary to meet job conditions.

## KEYING

A. Items of casework to receive locks shall be keyed as follows:

1. Each room of casework shall be keyed alike and keyed to one master key system.
2. Locks shall be keyed to a schedule submitted by the casework supplier with the shop drawing for review and approval by the Owner and the Architect.

## **PART 3 EXECUTION**

### **EXAMINATION**

- A. Prior to shipment, the Casework manufacturer shall verify the casework structure is safe and stable when carrying the maximum intended loads, as measured against the load ratings of the fully extended, specified sliding drawer and shelf hardware. Verify that slide mounting surfaces are securely attached to the casework structure.

### **INSTALLATION**

- A. All casework items shall be installed by the casework supplier at locations indicated in the drawings.
- B. Casework supplier shall make all cutouts necessary to receive plumbing items.
- C. Securely anchor wall units to surrounding walls. Take special care to assure that casework with sliding drawers and/or sliding shelves are securely anchored to prevent tip-over of the casework when fully loaded drawer or shelf is fully extended.
- D. Coordinate installation of work furnished by the various trades to assure properly functioning equipment at the completion of the job.
- E. Furnish scribe fillers required to complete the installation.
- F. Verify lengths of countertops, splashes, and bases. All tops 8'-0" or less to be one piece construction.
- G. Any tackboards, markerboards, maprails, or mirrors shown on the drawings are for coordination purposes only and are not part of the Casework Section.
- H. Obtain appliance and equipment submittals from the General Contractor in order to coordinate opening sizes, etc. for equipment.

**END OF SECTION 12 34 10**

## **SECTION 13 34 00 - PRE-ENGINEERED METAL BUILDINGS**

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections apply to work specified in this section.

#### 1.2 Description of Work

- A. Extent of pre-engineered buildings work is shown on drawings. Supply all structural steel members shown on the structural drawings.
- B. Type is rigid frame metal building of nominal width, length, wall height and roof pitch indicated.
  - a. Manufacturers standard components may be used, providing components, accessories, and complete structure conform to architectural design appearance shown and to specified requirements.

#### 1.3 Quality Assurance

- A. Design Criteria:
  - 1. For structural hot rolled steel members, comply with AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings. See General Notes for additional requirements.
  - 2. For light gage coldformed members, comply with AISI Specification for the Design of Cold Formed Steel Structural Members. See General Notes for additional requirements.
  - 3. Design primary and secondary members and covering for applicable loads and combination of loads in accordance with Metal Building Manufacturer's Association (MBMA) "Recommended Design Practices Manual" and the Building Code for the city where the project is located. See Structural General Notes for additional requirements.
  - 4. For welded connection, comply with AWS "Structural Welding Code".
  - 5. Design loads: See Structural General Notes for additional requirements.
  - 6. Design each member to withstand stresses resulting from combinations of loads that produce maximum percentage of actual to allowable stress in that member, as prescribed in MBMA "Recommended Design Practices Manual;" and the Building Code for the City. See Structural drawings and General Notes for additional requirements.

B. Fabrication Criteria:

1. Provide prefabricated metal buildings as produced by a manufacturer who is regularly engaged in fabrication and erection of pre-engineered metal structures of type and quality indicated.

1.4 Submittals

- A. Product Data: Submit manufacturers product information, specifications and installation instructions for building components and accessories.
- B. Shop Drawings: Submit complete erection drawings showing anchor bolts settings, sidewall, endwall, and roof framing, transverse cross sections, covering and trim details, and accessories installation details to clearly indicate proper assembly of building components.
- C. Certification: Submit written Certification prepared and signed by a Professional Texas Engineer, verifying that building design meets indicated loading requirements and codes of authorities having jurisdiction.
- D. Samples: Submit samples of the following: Architects review will be for color and texture only. Compliance with other requirements is responsibility of Contractor.
  1. 12" long by actual width of roofing panels, gutters and fascias with required finishes.
  2. Fasteners for application of roofing panels.
  3. Sealants and closures.
  4. Soffit panels.

Part 2 - PRODUCTS

2.1 Materials

- A. Hot Rolled Structural Shapes: ASTM A36 or A529
- B. Tubing or Pipe: ASTM A500, Grade B; ASTM A501; or ASTM A53.
- C. Members Fabricated from Plate or Bar Stock: 42,000 PSI minimum yield strength; ASTM A529, A570, or A572.
- D. Members Fabricated by Cold Forming: ASTM A607, Grade 50
- E. Galvanized Steel Sheet: ASTM A446 with G90 coating; "Class" to suit building manufacturer's standards.

## 2.2 Structural Framing Components

- A. Rigid Frames: Hot rolled structural steel. Factory welded and shop painted built-up "I" shape or open web rigid frame consisting of tapered or parallel flange beams and tapered columns. Furnish complete with attachment plates, bearing plates, and split members. Factory drilled for bolted field assembly.
  - 1. Provide rigid frame at end walls where indicated.
- B. Length of span and spacing of frames as indicated except slight variations acceptable to meet manufacturer's standard.
- C. End Wall Columns: Factory welded, built-up "I" shape or cold formed sections. Fabricate of minimum 14-gage material. Shop painted.
- D. Wind bracing: Provide Rigid Frames or "X" Bracing or Portal Frames as required. Do NOT make fixed moment connections at column bases. All column bases shall be designed as pinned connections.
- E. Secondary Framing: End wall beams, flange and sag bracing; minimum 16 ga. rolled formed sections. Shop painted.
- F. Base channel, sill angle, end wall structural members (except columns and beams); minimum 14 gage. Coldformed steel, galvanized.
- G. Bolts: ASTM A307 or A325 as necessary for design loads and connection details. Shop painted, except provide zinc or cadmium-plated units when in direct contact with panels. Submit mill certificates for all bolts to be used on the project.
- H. Fabrications: Shop fabricate to the indicated size and section, complete with base plates, bearing plates, and other plates as required for erection, welded in place, and with all required holes for anchoring or connections shop drilled or punched to template dimensions.
  - 1. Shop connections power riveted, bolted, or welded.
  - 2. Field connections bolted.
- I. Shop Painting: Clean surfaces to be primed or loose mill scale, rust, dirt, oil, grease and other matter precluding pain bond. Follow procedures of SSPC-SP3 for power tool cleaning, SSPC-SP7 for brush-off blast cleaning, and SSPC-SP1 for solvent cleaning.
- J. Prime structural steel primary and secondary framing with manufacturer's standard rust-inhibitive primer having over 50% rust-inhibitive pigment, such as red lead mixed pigment alkyd varnish (FSTT-P-86, Type II) or zinc chromate iron-oxide alkyd (TT-P-636).
- K. Prime galvanized members, after phosphoric acid pretreatment with zinc dust zinc oxide primer (FS TT-P641).

- L. Soffit panels: Shall be prefinished ribbed metal panels similar to Varco-Pruden Model UP002 unless noted otherwise on the Architectural construction documents.. Finish shall be similar to Varco-Pruden's "KXL" unless noted otherwise on the Architectural construction documents.
- M. Unless noted otherwise, refer to Architectural drawings for roof deck construction.

### 2.3 Sheet Metal Accessories

- A. General: Unless otherwise indicated, provide coated steel accessories with coated steel roofing.
- B. Gutters: formed in sections not less than 8 ft. in length, complete with end pieces, outlet tubes, and special pieces that may be required. join sections with riveted and soldered or sealed joints. Unless otherwise indicated, provide expansion-type slip joint at center of fins. Furnish gutter supports spaced at 36" o.c., constructed of same metal as gutters. Provide standard bronze, copper or aluminum wire ball strainers at each outlet. Finish to match roof fascia and rake.

## Part 3 - EXECUTION

### 3.1 Erection

- A. Framing: erect structural framing true to line, level and plumb, rigid and secure. Level base plates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use a non-shrinking grout to obtain uniform bearing and to maintain to level base line elevation. Moist cure grout for not less than seven (7) days after placement.
- B. Girts: Provide rake or gable members with tight fitting closure channels and fascias. Locate and space wall girts to structural framing and hold rigidly to a straight line by sag rods.
- C. Bracing: Provide diagonal rod angle bracing in both roof and sidewalls as required.
- D. Moment resisting frames may be used in lieu of sidewall rod bracing, to suit manufacturer's standards; however, all column bases shall be designed as "pinned" connections with no moment transfer to the foundation.
- E. Provide sealed letter from the a Registered Texas P.E. employed by the Owner stating that the building has been constructed in accordance with the plans and specification and the local City Building code.

### 3.2 Roofing

- A. Refer to Architectural drawings for roof deck.

- B. Dissimilar Materials: Where aluminum surfaces come in contact with ferrous metal or other incompatible material, keep aluminum surfaces from direct contact by applications to the other material as follows:
  - 1. One coat of zinc chromate primer, FS TT-P-645, followed by two coats of aluminum paint, SSPC-Paint 101.
- C. In lieu of 2 coats of aluminum paint, apply one coat of high-build bituminous paint, SSPC-Paint 12, applied to a thickness of 1/16" over zinc chromate primer.
- D. Backpaint aluminum surface where impracticable to paint other surfaces.

**END OF SECTION 13 34 00**





### **SECTION 31 23 00 –EXCAVATION AND FILL**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

#### **SCOPE**

- A. The extent of this work is to be determined by site inspection in addition to information given on the drawings and in various sections of the specifications.

#### **CONCEALED SUBSURFACE CONDITIONS**

- A. Variations with conditions indicated in the contract documents shall be adjusted as described in the General Conditions.
- B. Civil Engineer's various site plans show existing underground utilities based upon information obtained from site surveys. Contractor shall contact electrical utility, gas utility, and other utility companies as well as Texas One Call before beginning any excavations or trenching work on the property. If Contractor cuts or otherwise damages utilities in the areas identified to him as having utilities in the areas of his work then he shall repair all damage at his expense. If the Contractor cuts or otherwise damages utilities in areas not identified as having utilities, the Owner shall pay for all such damage, although the Contractor shall be expected to inform the Owner immediately of all damage to any utilities as soon as possible. If it is an emergency situation the Contractor may be asked to make the repair in the interest of time and/or safety with the understanding that Owner will pay Contractor for such work.

#### **EXCAVATION**

- A. All excavation shall be unclassified. The term "unclassified excavation" shall be understood to mean any and all material encountered during excavation, whether or not shown on the drawings.
- B. Excavate for the building structure to the extent, depths and contours shown on the drawings. Refer to site plan which shows existing elevations and visit the site to determine final quantities of excavation and select fill or backfill required.
- C. Refer to Civil Engineer's site plan, which shows existing ground elevations and new finish floor elevation, as well as the foundation plan and building sections, and visit the site to determine final quantities of excavation and select fill required.
- D. Refer to Civil Engineer's site plan drawings and specifications for notes and details relative to excavation for concrete aprons and walks.
- E. Refer to Civil Engineer's site plan drawings and specifications for notes relative to Storm Water Pollution Prevention Plan which must be provided by the Contractor prior to beginning any work on the project.
- F. All material excavated shall be cleaned of debris such as roots, concrete, abandoned piping, conduit pieces, etc. Debris shall be removed from site and legally disposed of. Remaining dirt shall be stockpiled on the site where directed by Owner. This dirt may be used as backfill. Any remaining dirt shall be removed from site.

### **SUBGRADE PREP & SELECT FILL**

- A. Refer to Civil Engineer's site plan drawings and specifications for notes and details relative to subgrade preparation and select fill properties and placement for concrete aprons and walks.
- B. Soils borings were performed and reports with foundation construction recommendations for the site can be found in section 02 32 00 GEOTECHNICAL INVESTIGATION.

### **BACKFILL**

- A. Materials from excavations may be used for backfill provided they are free of grass, roots, rocks, concrete or other trash. Any additional backfill required must be free of debris and provided from off site by the Contractor and must be approved by the Architect.
- B. Place backfill to an elevation 6 inches below finish grades to allow placement of topsoil over the backfill. Install and compact in maximum 8 inch lifts.
- C. Refer to Civil Engineer's and site plan drawings and specifications for notes and details relative to backfill for concrete aprons and walks.

### **TRENCH FILL**

- A. Refer to Civil Engineer's site plan drawings and specifications and Mechanical Engineer's plans and specifications for notes and details relative to trench fill for site related structures and piping.

### **TOPSOIL**

- A. Topsoil shall be placed at all locations as noted on Civil Engineer's site plan.
- B. Topsoil shall be a natural, fertile, friable soil, free of nut grass, and possessing characteristics of representative productive soils in the vicinity. It shall be obtained from naturally well drained areas and must be approved by the architect.
- C. Owner will provide seeding or turf grass under separate contract.

### **TESTING**

- A. An independent materials testing laboratory selected and paid for by the Owner shall make a laboratory analysis of the fill material selected to verify its compliance with these specifications. A moisture-density curve shall also be prepared for the material. Costs of this material testing shall be borne by the Contractor.
- B. The testing laboratory shall make field density tests to insure that compaction of fill materials meets the requirements of these specifications. If compaction fails initial testing, all re-testing costs shall be borne by the Contractor.

### **CORRECTION & CLEANUP**

- A. Re-compact and re-grade all areas that are softened, eroded and rutted before other construction is placed. Correct any settlement or erosion.
- B. The Contractor shall re-grade all disturbed bed and grass areas, replacing topsoil as required, but the Owner shall replant any shrubs, trees and grass.

### **END OF SECTION 31 23 00**

## **SECTION 31 31 16 – TERMITE CONTROL**

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

### **SUBMITTALS**

- A. Provide manufacture's technical data and application instructions.
- B. Submit manufacture's certification that products are in compliance with current environmental protection statutes.

### **PRODUCTS**

- A. Provide emulsible concentrated insecticide for dilution with water, specially formulated to prevent termite infestation.
- B. Acceptable Termicides:
  - 1. Permethrin (Dragnet FT, FMC Corp.; Torpedo, ICI Americas, Inc.)
  - 2. Cypermethrine (Prevail FT, FMC Corp.; Demon, ICI Americas, Inc.)
  - 3. Fenvalerate (Gold Coast Tribute, Dupont)
  - 4. Bifenthrin (Biflex TC, FMC Corp.)
- C. Dilute with water to concentrate level recommended by manufacturer.
- D. Other solutions may be used as recommended by the Contractor if approved for intended application by local authorities having jurisdiction. Use only soil treatment solutions that are not harmful to plants.

### **EXECUTION**

- A. Examine the following:
  - 1. Verify that soil surfaces are sufficiently dry to absorb toxicant, and ready to receive treatment.
  - 2. Verify that the area is well ventilated.
  - 3. Verify that anticipated weather conditions comply with label recommendations prior to application.
  - 4. Commencement of operations indicates acceptance of conditions.
- B. Remove all wood and cellulose-containing material from around foundation beams or slabs. Eliminate termite access to moisture.
- C. Solution Application:
  - 1. Apply soil treatment solution according to current EPA regulations.
  - 2. Add chemically inert coloring agent to solution to indicate which areas have received treatment.
  - 3. Apply solution as overall treatment under interior slab (both suspended structural floors and slabs on grade) and attached slab or walks areas.
  - 4. Apply to inside of foundation walls and areaways and around plumbing penetrations.
  - 5. Apply solution along outside edge of building, 3 inches above grade prior to backfilling around foundation.

6. Allow minimum 12 hours for drying after application, before beginning vapor barrier, reinforcing placement and other construction activities.
7. Post signs in areas of application with warning that soil treatment solution has been applied.
8. Reapply soil treatment solution to areas disturbed by subsequent excavation and other construction activities following application.
9. Inspect and reapply treatment solution if necessary after heavy rainfalls subsequent to initial application.

#### **WARRANTY**

- A. Upon completion of initial application provide to the Owner the option of purchasing an annual inspection and treatment contract as well as a warranty against termite damage.
- B. Owner shall reserve the right to purchase or reject the annual inspection and treatment contract as well as the damage warranty at his sole discretion.

**END OF SECTION 31 31 16**