University of North Texas
Denton, Texas

Library Mall Fountain Renovation
RFCSP752-21-224580DH

Construction Documents
Project Manual

Proposals due
October 28, 2020

Pacheco Koch Engineer
Geoffrey Hall - Registered Landscape Architect
Project # 2019-91.149
Posted October 01, 2020
RFCSP752-21-224580DH Library Mall Fountain Renovation

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>001100</td>
<td>ADVERTISEMENT FOR PROPOSAL</td>
</tr>
<tr>
<td>002100</td>
<td>INSTRUCTION TO PROPOSAL</td>
</tr>
<tr>
<td>004100</td>
<td>PROPOSAL FORM</td>
</tr>
<tr>
<td></td>
<td>ATTACHMENT A QUALIFICATIONS</td>
</tr>
<tr>
<td>006000</td>
<td>PROJECT FORMS</td>
</tr>
<tr>
<td></td>
<td>GENERAL CONSTRUCTION AGREEMENT</td>
</tr>
<tr>
<td></td>
<td>BONDS FORM FOR PROPOSAL</td>
</tr>
<tr>
<td></td>
<td>HUB SUBCONTRACTING FORM</td>
</tr>
<tr>
<td>007000</td>
<td>UNTS UNIFORM GENERAL CONDITIONS</td>
</tr>
</tbody>
</table>

DRAWINGS
SPECIFICATIONS
University of North Texas System  
Library Mall Fountain Renovation  
Proposals Due: October 28, 2020 2:00PM  
HUB HSP Due: October 29, 2020 2:00PM  
Public Opening: October 30, 2020 2:00PM

In accordance with Education Code 51.783, the University of North Texas System (UNTS), subsequently referred to as Owner, is accepting proposals on behalf of the University of North Texas (UNT) and intends to enter into an agreement with a vendor that specializes in General Construction in accordance with the terms and conditions and requirements set forth in this RFCSP (NIGP code 909-25). Sealed proposals for RFCSP752-21-224580DH Library Mall Fountain Renovation will be received by the Owner at the Business Service Center (BSC), Woodhill Square, 1112 Dallas Drive, Suite 4000, Denton, Texas 76205. A campus map can be found online at http://maps.unt.edu/?code=WHS. Submissions will only be accepted via FedEx or UPS, no hand deliveries will be accepted until further notice.

Proposals will be received up to 2:00p.m. CDT on October 28, 2020. HUB Sub-contracting Plans must be received by 2:00p.m. CDT on October 29, 2020. Proposals received after the date and hour above stated will not receive consideration. Proposals will then be publicly opened and read aloud promptly at 2:00p.m. CDT on October 30, 2020.

Teams Meeting - Join Microsoft Teams Meeting  
+1 940-304-2772 United States, Denton (Toll)  
Conference ID: 606 660 977#

Submissions will only be accepted via FedEx or UPS no hand deliveries will be accepted until further notice.

Project Background

The fountain equipment for the library mall fountains were installed in underground vaults in 2005. The equipment serves three water features; a circle fountain, two rectangle fountains, and a waterfall feature.

Project Description

The vaults have flooded numerous times in the last few years from pipe leaks. The maintenance and replacement of equipment has become unsustainable. This project will move the location of the fountain equipment to above ground adjacent to the neighboring Willis Library. All new equipment and necessary piping, and new electrical service is included in the scope.

Questions

Questions concerning this proposal should be directed to: buyers@untsystem.edu

Denise Harpool  
Senior Buyer, Procurement  
Business Services Center  
University of North Texas System

All questions must be received no later than 2:00p.m. CDT on October 14, 2020. All questions and answers will be posted to the website by 5:00p.m. CDT on October 19, 2020.

The Owner may in its sole discretion respond in writing to questions concerning this Proposal. Only the Owner’s responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT System website located at http://www.untsystem.edu/bids. Oral or other written interpretations or clarifications shall be without legal effect.
Pre-Proposal Meeting and Site Visit

The Project site is available for inspection by prospective proposers after a pre-proposal meeting on October 08, 2020 at 10:00 a.m. by Teams Meeting: Join Microsoft Teams Meeting
+1 940-304-2772 United States, Denton (Toll)
Conference ID: 619 973 958#

There will be UNT employees available to open the vaults for viewing of the site Library Mall Fountain - 1506 Highland St. Denton, TX 76203 on October 08, 2020 at 1:00p.m. All contractors/vendors must wear a face covering at all times while in the building and on the UNT campus. As will all UNT/UNT System employees, per State and University requirements. The site is available for viewing any other time, the vaults will not be.

Bid Documents

Proposers may obtain or access plans, specifications, and addenda for this project through the following sources:

Online - Proposers can view bid documents at Electronic State Business Daily (http://esbd.cpa.state.tx.us/) or at the UNT System website (http://www.untsystem.edu/bids).

Plan Rooms with bid documents on file include: McGraw-Hill Construction Plan Center (Irving), ABC Plan Room (Irving), DFW Minority (Dallas), AGC TEXO and iSqFt Plan Room (Dallas). Contact information for the plan rooms can be found at http://www.untsystem.edu/unt-plan-rooms.

Historically Underutilized Business (HUB)

In accordance with Texas Government Code 2161, RFCSP for contracts with an expected value of $100,000 or more will require HUB Subcontracting Plan. All subcontracted work whether identified by the Owner or not, are required to be identified in the HUB Subcontracting Plan. The Plan should reflect all subcontracting opportunities to be utilized in this project and can be found online at (http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan--allfms.pdf). Complete, print, sign and submit the HUB Subcontracting Plan form with the proposal response.

Only RFCSP responses with approved HUB Subcontracting Plans will be opened. Please return the HUB Subcontracting Plan in a clearly marked envelope, separate from your RFCSP response on October 29, 2020 before 2:00p.m. CDT. Only one (1) hard copy of the HUB plan is required (separate from) your response. Submissions will only be accepted via FedEx or UPS no hand deliveries will be accepted until further notice.

Questions regarding the completion of the HUB Subcontracting Plan should be directed to Greg Obar at 940-369-5647.

The Owner is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by the Owner. The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

END OF SECTION
University of North Texas System (UNTS), subsequently referred to as the Owner and on behalf of the University of North Texas (UNT), is accepting sealed proposals from contractors for a General Construction project, pursuant to Sec. 51.783, Texas Education Code, in accordance with the terms and conditions and requirements set forth in this Request for Competitive Sealed Proposal (RFCSP).

1. PRE-PROPOSAL MEETING:

   A pre-proposal meeting will be conducted to answer any questions regarding the scope of the project and the submission of the HUB Subcontracting Plan. Attendance is not mandatory but highly recommended. The pre-proposal meeting will be held via Teams:

   October 08, 2020 at 10:00 a.m.
   University of North Texas System
   Via Teams Meeting - Join Microsoft Teams Meeting
   +1 940-304-2772 United States, Denton (Toll)
   Conference ID: 619 973 958#

   There will be UNT employees available to open the vaults for viewing of the site Library Mall Fountain - 1506 Highland St. Denton, TX 76203 on October 08, 2020 at 1:00 p.m. All contractors/vendors must wear a face covering at all times while in the building and on the UNT campus. As will all UNT/UNT System employees, per State and University requirements. The site is available for viewing any other time, the vaults will not be.

2. PROJECT PROPOSED SCHEDULE

   Oct 01, 2020                                Issue RFCSP
   Oct 08, 2020 10:00 a.m. Pre-Proposal Conference
   Oct 08, 2020 1:00 p.m. Site Visit - View Library Mall Fountain Vaults
   Oct 14, 2020 2:00 p.m. Deadline for Submission of Questions
   Oct 19, 2020 5:00 p.m. Responses to Questions Post on Website
   Oct 28, 2020 2:00 p.m. Deadline for Submission of Proposal
   Oct 29, 2020 2:00 p.m. Deadline for Submission of HUB HSP
   Oct 30, 2020 2:00 p.m. Public Opening
   November 2020 Formal Contract Award Notification

3. GENERAL REQUIREMENTS

   3.1 Pricing

   Your proposal must include all labor, material, equipment and services necessary to complete the work required by the construction documents. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate. The Contractor shall base their base proposal price on the set of 100 percent Construction Documents and Specification. Contractor must complete Division 00, Section 004100, Proposal Form.

   3.2 Unit Prices

   Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. Respondents must give unit prices for each item to be purchased. Respondents may respond with less than the total number of items. An “All or None” response by Respondent may be rejected at the option of the Owner. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

   3.3 Schedule

   Time is of the essence in the performance of the Contractor’s duties. It is critical that a realistic expedited schedule is provided.
3.4 Purchasing Items

A. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

B. Unless otherwise specified, items offered shall be new and unused.

C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.

E. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

F. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

G. Unless otherwise specified, items offered shall be new and unused.

H. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

I. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.

J. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

K. Unless otherwise specified, items offered shall be new and unused.

L. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

M. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

N. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response
specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

O. Unless otherwise specified, items offered shall be new and unused.

P. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

Q. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent’s expense. Each sample should be marked with Respondent’s name, address, and requisition number. Do not enclose in or attach offer to sample.

R. Manufacturer’s standard warranty shall apply unless otherwise stated in the Response.

S. Delivery
   i. Show number of days required to place material at the Owner’s designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in fourteen (14) calendar days. Unrealistic delivery promises may cause offer to be disregarded.
   ii. If delay is foreseen, respondent shall give written notice to the Owner. Vendor must keep the Owner advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Owner to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
   iii. No substitutions permitted without written approval of UNTS Business Service Center Purchasing.
   iv. Delivery shall be made during normal working hours only, unless prior approval has been obtained from the Owner.

T. Inspection and Tests
   All goods will be subject to inspection and test by the Owner. Authorized Owner personnel shall have access to supplier’s place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at the Owner’s option, be returned to Respondent or held for disposition at Respondent’s expense. Latent defects may result in revocation of acceptance.

3.5 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two (2) firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a respondent from having consultants.)

4. SUBMISSION OF PROPOSALS

4.1 Submit a total of two (2) complete copies of the entire response. Please submit one (1) unbound paper copy plus one (1) copy on labeled virus free flash or thumb drive (Please check this drive to verify it is in good working condition before sending in your submission packet). An original signature must appear on the Proposal Form (Division 00, Section 004100). *Submissions will only be accepted via FedEx or UPS no hand deliveries will be accepted until further notice.

A. The materials submitted must be enclosed in a sealed envelope, box, or container; the package must show clearly the proposal deadline; the RFCSP name must be clearly visible; and name and the return address of the Contractor must be clearly visible.

   NOTE: Show the RFCSP name and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).

B. Late proposals will not be considered under any circumstances.
C. The Owner reserves the right to accept late proposals; however, proposals received after opening time will not be accepted.

D. Facsimile ("FAX") or emailed proposals are not acceptable.

The Proposal must be submitted no later than 2:00p.m. CDT, October 28, 2020. Proposals received after the date and hour previously stated will not receive consideration. (HUB HSP due no later than 2:00p.m. CDT October 29, 2020)

Submissions will only be accepted via FedEx or UPS no hand deliveries will be accepted until further notice.

TO: Denise Harpool
Senior Buyer
University of North Texas System
Business Service Center
Woodhill Square
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made public. A public opening shall be held on October 30, 2020 promptly at 2:00 p.m. Via Teams meeting –

Join Microsoft Teams Meeting
+1 940-304-2772 United States, Denton (Toll)
Conference ID: 606 660 977#

4.1 After proposals are received in response hereto, and notice of intent to award a contract is made, the successful Contractor will be required to enter into a contract in the form of the Owner's standard General Construction/Demolition Agreement.

Any questions or concerns regarding this Request for Proposals shall be directed to:

Denise Harpool
Senior Buyer, Procurement
University of North Texas System

Please submit solicitation questions to:

buyers@untsystem.edu

All questions must be received no later than October 14, 2020 at 2:00p.m. All questions and answers will be posted to the website by 5:00pm October 19, 2020.

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFCSP to the above-named individual except as provided in 4.2 above.

Responses to inquiries which directly affect an interpretation or change to this RFCSP will be issued in electronically by addendum (amendment) and posted at http://www.untsystem.edu/bids and http://esbd.cpa.state.tx.us/. All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFCSP, and the Respondent shall be required to consider and acknowledge receipt of such on the proposal form. Contractors are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Respondent must acknowledge all addenda in Division 00, Section 004100, Proposal Form.

4.2 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans

4.3 University's Right to Audit

At any time during the term of any Contract resulting from this solicitation and for a period of four (4) years thereafter, the Owner or a duly-authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Contractor shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Contractor.

4.4 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives.

4.5 Insurance and Bonds

The Contractor shall provide and maintain insurance, performance bond, and payment bond has required, the minimum insurance coverage and bonding requirements are stated in Division 00, Section 007000, UGC.

4.6 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Agreement shall accrue, directly, or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are, by definition, an employee of the State.

4.7 Non-Disclosure

Contractor and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or Owner, unless (i) required by law, (ii) required by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.8 Publicity

Contractor agrees that it shall not publicize this potential Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the Owner’s employees or use the Owner’s name in connection with any sales promotion or publicity event without prior written approval.

4.9 Assignment

The potential agreement with Contractor resulting from this RFCSP is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties thereunder and/or fees due...
thereunder may not be assigned or delegated to a third party without the Owner’s prior written consent. The benefits and burdens of such agreement are, however, assignable by the Owner.

4.10 Assignment of Overcharge Claims

Contractor hereby assigns to the Owner any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.11 Patent and Copyright

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting Contract.

4.12 Texas Public Information Act

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

4.13 Freedom of Access and Use of Facilities

Contractor’s employees shall have reasonable and free access to use only those facilities of the Owner that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the Owner.

4.14 Observance of University Rules and Regulations

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

4.15 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFCSP.

4.16 Governing Law

A. This RFCSP, and any resulting Contract, agreement or purchase order shall be construed and governed by the laws of the State of Texas.

B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, “Privacy Laws”). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.

C. Important Notice: Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
D. **Federal Funds:** All procurements of supplies, equipment, and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, vendor certifies that vendor is in compliance with OMB A-110 and that vendor is not on the Debarred Bidders List.

4.17 Owner’s Special Conditions

The Owner requires full compliance with Division 00 and Division 01 Specifications, Contract and General Requirements. The documents shall be a part of this RFCSP and the Contract.

4.18 Prevailing Wage Schedule, University of North Texas System

Prevailing wage schedule shall in accordance with Texas Government Code, Chapter 2258. The hourly wage rate for work over forty (40) hours a week and work on legal holidays shall be not less than one and one-half (1.5) times the hourly rates.

Respondents shall base their proposals on rates they expect to pay. The Owner will not consider claims for extra payment to the Contractor on account of payment of wages higher than those required by Texas Government Code, Chapter 2258.

4.19 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least 25 percent ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

4.20 **Note to Vendors:** Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.

A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

B. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or Owner funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)

C. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the vendor, the vendor will be contacted. The Owner reserves the right to cancel this contract upon thirty (30) days written notice to the Contractor. The Contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.

D. **Miscellaneous:** The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Vendor, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Support Services Purchasing.

5. **EVALUATION**

5.1 The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and is the most advantageous to the Owner in the Owner’s sole discretion. Offers will be evaluated by an evaluation committee that will include employees of the Owner and other persons invited.
by the Owner to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to the Owner by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to the Owner. The successful respondent will be required to enter into a contract acceptable to the Owner.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. The Owner may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of the Owner and will be extended in writing.

In evaluating Proposals to determine the best value for the State, the Owner may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account’s Vendor Performance Tracking System.

5.2 Evaluation Criteria

Proposals will be opened publicly to identify the names of the proposers and their respective proposed agreement amounts. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award. Proposals will be evaluated by the Owner. The criteria for evaluation, Best Value determination using Education Code 51.783 and selection of the successful proposer for this award, will be based upon the equally weighted factors listed below:

A. Proposed agreement amount listed on Proposal form.
B. Proposed number of calendar days indicated on Proposal form.
C. The qualifications and experience of the proposer’s key personnel and subcontractors committed to the project. Specifically, projects in occupied buildings.
D. Proposer’s current workload and availability of personnel and equipment.
E. The quality of references from owners and architects for similar projects completed by the proposer within the last five (5) years.
F. The proposer’s proposed project schedule and the demonstrated ability to have met expedited schedules on similar projects.
G. The responsibility and reputation of the proposer, including claims and litigation experiences.
H. The proposer’s safety record.
I. The sufficiency of the proposer’s financial resources.
J. Quality and completeness of RFCSP submittal.

6. AWARD PROCESS

6.1 After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by the Owner on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by the Owner on the basis of negotiation with any of the respondents. At the Owner’s sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest-rated offers. The Owner will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. The Owner will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer; however, the Owner reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, the Owner may permit a respondent to revise its offer in order to obtain the respondent’s best final offer. The Owner is not bound to accept the lowest-priced offer if that offer is not in its best interest, as determined by the Owner.

The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.
6.2 Respondent’s Acceptance of Evaluation Methodology

Submission of an offer by a respondent indicates: (1) the respondent’s acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent’s recognition that some subjective judgments must be made by the Owner during this Proposal process.

6.3 Contract

A. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNTS Agreement is issued and accepted. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.

i. An award is made to the Vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered.

ii. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.

iii. If a "best offer" vendor shows not to be in “good standing,” this agency may reject the response and award to the next best response.

iv. The Owner reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.

B. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through proposer and the requirement to cooperate is included in any subcontract it awards.

6.4 Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested at http://bsc.untsystem.edu/content/bid-inquiry.

6.5 Historically Underutilized Businesses (HUB)

A. If Owner elects to award the future Construction Phase Services to the Construction Manager, the proposed contract is expected to exceed $100,000.00. A Good Faith Effort Program in the form of a HUB Subcontracting Plan (HSP) is a mandatory condition precedent to the award of any such extension of the contract. The HSP will become a part of the General Construction Agreement. Refer to Division 00, Section 006000, Project Forms herein for HSP Forms.

B. Centralized Master Bidders List (CMBL): The Owner utilizes the Texas Comptroller of Public Accounts CMBL for HUB. The CMBL is located at http://www.window.state.tx.us/procurement/. Non-HUB respondents are identified from various sources including the CMBL.

C. Questions regarding completing the HSP should be directed to Greg Obar or Aurika Waever-White, HUB Program UNT System, at 940-369-5647. Additional information can also be found at the Texas Comptroller for the Public Accounts website at: http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.

FAILURE TO MEET HUB REQUIREMENTS MAY RESULT IN THE TERMINATION OF THE CONTRACT.

END OF SECTION
Proposal of: ___________________________________
(Company Name)

The University of North Texas System (UNTS), on behalf of the University of North Texas (UNT), subsequently referred to as the Owner, is accepting sealed proposals and intends to enter into an agreement with a General Construction contractor in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposal (RFCSP). This RFCSP provides sufficient information for interested parties to prepare and submit proposals for consideration by the Owner.

UNTS is accepting sealed proposals no later than 2:00p.m. CDT on October 28, 2020. Proposals received after the date and hour previously stated will not receive consideration. The HUB Sub-Contracting Plan is due no later than 2:00p.m. CDT on October 29, 2020. Failure to submit the HUB plan will disqualify your proposal.

The scope of work of this RFCSP is General Construction for Library Mall Fountain Renovation. A set of the one hundred percent (100%) Construction Documents and Specifications have been included for use in preparation of the proposal. A sample copy of the agreement has been included (Division 00, Section 005200, Agreement Forms) for review.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFCSP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

Submissions will only be accepted via FedEx or UPS, no hand deliveries will be accepted until further notice.

TO: Denise Harpool
    Senior Buyer, Procurement UNTS
    Business Service Center
    Woodhill Square
    1112 Dallas Drive, Suite 4000
    Denton, Texas  76205

BASE BID

Pursuant to and in compliance with the Contract Documents and any attachments thereto, including the Advertisement for Competitive Sealed Proposal and Instruction for Proposal, the Proposer hereby certifies that it has carefully examined the Contract Document entitled:

Library Mall Fountain Renovation
Prepared by: Pacheco Koch Engineering

and the conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above referenced project for the following sum (Not including bond cost), which is hereby designated as the Base Bid:

$
ALTERNATE BIDS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>No Alternates at this time</td>
</tr>
</tbody>
</table>

☐ Additive

PAYMENT TERMS

UNT shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than thirty (30) days delinquent for Child Support.

b. Successful Respondent shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.

c. DISQUALIFICATION: Response is subject to disqualification if Respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

d. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SALES TAX

Purchases made for the Owner’s use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

INSURANCE

The Contractor shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in Division 00, Section 007000, UGC.

TIME OF COMPLETION

Consecutive Calendar Days needed to complete project: _____________________________ calendar days.

LIQUIDATED DAMAGES

Liquidated damages will be in accordance with Division 00, Section 007000, UGC.

BOND

In accordance with Texas Government Code 2253, a Payment Bond is required for all public works agreements over $25,000.00 and a Performance Bond for all public works agreements over $100,000.00. It is estimated that this agreement will be over $100,000.00, so a Payment and Performance Bond is required. Please provide the amount as a total bond cost. The Owner will pay bonding costs to the awarded vendor as a pass through amount with proper documentation provided along with an invoice.

Payment and Performance Bond cost: $______________________________
ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFCSP. (Initial, if applicable)

No. 1: _____  No. 2: _____  No. 3: _____  No. 4: _____  No. 5: _____  No. 6: _____


An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of one hundred eighty (180) days following the proposal opening.

QUALIFICATIONS

Refer to Attachment A of this document. Qualifications must be submitted on the enclosed form and no other document will be accepted. Not providing qualifications on the provided form will be cause for disqualification.

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of one hundred eighty (180) days following the proposal opening.

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFCSP documents and contained herein.

2. By signature hereon, Respondent affirms that it has not given, 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 proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS’s option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.

7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:
Supplies, materials, or equipment produced in Texas/offered by Texas bidders
Agricultural products produced or grown in Texas
Agricultural products and services offered by Texas bidders
USA produced supplies, materials, or equipment
Products of persons with mental or physical disabilities
Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
Energy efficient products
Rubberized asphalt paving material
Recycled motor oil and lubricants
Products produced at facilities located on formerly contaminated property
Products and services from economically depressed or blighted areas
Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

☐ Historically Underutilized Business
☐ Small Business (House Bill 366, 64th Legislature)
☐ Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
☐ Certified by Texas Department of Commerce
☐ Status not claimed

9. By signature hereon, Respondent certifies as follows:

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

"Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.

11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: ____________________________________________

Name of State Agency: ______________________________________________

Date of separation from State agency: _________________________________

Position with Respondent: ___________________ Date of employment with Respondent: __________

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFCSP. (ref. Section 2155.004, Texas Government Code).

13. Respondent represents and warrants that all articles and services quoted in response to this RFCSP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
14. **Suspension, Debarment, and Terrorism**: Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at [http://www.epls.gov](http://www.epls.gov).

15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.

17. Respondent affirmatively states that it does not boycott Israel, pursuant to Texas Gov’t Code, Section 2270.002. Additionally, Respondent shall not engage in a boycott of Israel during the term of this Agreement.

18. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer’s Identification Number.

Complete the following:

Payee ID No. ____________________________ If a Corporation
State of Incorporation: ____________________

FEI No. ________________________________ Charter No: ____________________________

Company Information: Submitted by:

_________________________ ____________________________
(Company Name) (Authorized Signature)

_________________________ ____________________________
(Street Address Line 1) (Printed Name/Title)

_________________________ ____________________________
(Street Address Line 2) (Date)

_________________________ ____________________________
(City, State, Zip Code) (Telephone Number)

_________________________ ____________________________
(Facsimile Number) (Email address)
ATTACHMENT A

QUALIFICATIONS
RFCSP752-21-224580DH
LIBRARY MALL FOUNTAIN RENOVATION

ITEMS 1 THROUGH 6 TO BE SUBMITTED WITH PROPOSAL

Proposer’s Name: ________________________________________________________________

Address: ______________________________________________________________________

City, State, Zip: __________________________________________________________________

Telephone No.: _____________________ Fax No. _________________________________

State Comptroller Vendor Identification Number: ________________________________

1. GENERAL

A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.

B. Attach your Project Organization Chart and resumes of individuals who would be assigned to this project.

C. Proposed construction schedule (Bar chart acceptable).

2. HISTORY

A. □ Corporation  □ Partnership  □ Sole Proprietorship  □ Joint Venture

State of Incorporation: __________________________________

B. In continuous business since: ______________________

Remarks (if required):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

C. Corporate Officers, Partners or Owners of Organization:

<table>
<thead>
<tr>
<th>Name</th>
<th>Branch Manager</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

□ Large Business (100 or more employees)
☐ Small Business (fewer than 100 employees)
☐ HUB Business
☐ Other (Define) __________________________

E. Has your organization ever defaulted or failed to complete any work awarded?
☐ Yes ☐ No

If yes, stipulate where and why: ____________________________________________
________________________________________________________________________
________________________________________________________________________

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

If yes, stipulate where and why: ____________________________________________
________________________________________________________________________
________________________________________________________________________

3. EXPERIENCE

A. Normally performs ____________ % of the work with own forces. List trades below:
________________________________________________________________________
________________________________________________________________________

B. Propose to perform ____________% of the work for project with own forces. List trades below:
________________________________________________________________________

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

Number ______________  $______________________________

D. Largest contract currently in-process: ________________________________

Anticipated date of completion: ________________________________

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

<table>
<thead>
<tr>
<th>Year</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
F. Has your organization had any claims and/or litigations in the last 5 years?


G. If yes, list project name, date or project, owner, owner’s contact person with telephone number and summary explanation.


4. SAFETY PROGRAM

A. List your organization’s Workers Compensation Experience Modification Rate (EMR) for the last three years, as obtained from your insurance agent.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>EMR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Complete matrix for the three past years, as obtained from OSHA N. 200 Log:

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of injuries and illness</th>
<th>Number of lost time accidents</th>
<th>Number of recordable cases</th>
<th>Number of fatalities</th>
<th>Total Injury &amp; illness rate from OSHA 300 log</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide your SIC Code ________________

C. Are regular project safety meetings held for Field Supervisor(s)?

☐ Yes ☐ No

If yes, frequency:

☐ Weekly ☐ Bi-monthly ☐ Monthly ☐ As Needed

D. Are project safety inspections conducted? ☐ Yes ☐ No

If yes, who performs inspection? How often?


E. Does organization have a written safety program? ☐ Yes ☐ No
If yes, provide a copy. It will become a compliance document upon contract award.

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

   For employees promoted to Field Supervisors? ☐ Yes ☐ No

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

   Safety work practices ☐ Yes ☐ No
   Tool box safety meetings ☐ Yes ☐ No
   First aid procedures ☐ Yes ☐ No
   Accident investigation ☐ Yes ☐ No
   Fire protection ☐ Yes ☐ No
   New worker’s orientation ☐ Yes ☐ No

5. FINANCIAL

A. Attach an audited Financial Statement, including a profit and loss statement and other supporting schedules. If the last audited statement is over 12 months old, include the most current unaudited statement.

B. Surety Company: __________________________

   Agent: ______________________________________

   Name of Contact: ________________ Telephone No. _____________

C. Bonding Capacity: __________________________

   Limit per project: __________________________

   Unencumbered bonding capacity: __________________________

D. Trade References (Additional references may be included as attached sheets.)

   i. Organization: __________________________

      Agent: __________________________

      Name of Contract: ________________ Telephone No. _____________

   ii. Organization: __________________________

      Agent: __________________________

      Name of Contract: ________________ Telephone No. _____________

   iii. Organization: __________________________

      Agent: __________________________

      Name of Contract: ________________ Telephone No. _____________

   iv. Organization: __________________________

      Agent: __________________________

      Name of Contract: ________________ Telephone No. _____________

E. Bank Reference (Additional references may be included as attached sheets).
i. Organization:__________________________________________________________
   Agent:_______________________________________________________________
   Name of Contract:______________ Telephone No.__________________________

ii. Organization:________________________________________________________
    Agent:_____________________________________________________________]
    Name of Contract:______________ Telephone No.________________________

iii. Organization:_______________________________________________________
     Agent:____________________________________________________________
     Name of Contract:______________ Telephone No._______________________

6. CSP WRITTEN NARRATIVE RESPONSE

   Please provide a written proposal (maximum 15 pages) which should include the following information:

   A. List all major projects of your organization has in-progress.
      • Name of the project (no project photos)
      • Location
      • Contract amount
      • Percent complete
      • Project completion date

   B. List three (3) major projects of similar scope your organization has completed in the last five (5) years and include the following information:
      • Name of the project
      • Location
      • Maximum of 3 project photos
      • Brief project description
      • Contract amount
      • Current percent complete
      • Anticipated or actual project completion date
      • Original completion date vs. anticipated/actual completion date
      • Owner reference contact with address and telephone number
      • Architect reference contact with address and telephone number

   C. List key team members proposed for the project and include the following information for each KEY team member:
      • Name, title and role
      • Resume
      • Number of years experience
      • Number of years experience in that role
      • Amount of time committed to the project
GENERAL CONSTRUCTION AGREEMENT
GENERAL CONSTRUCTION AGREEMENT  
(For Use with Competitive Sealed Proposals)

This Agreement is made and entered into by and between University of North Texas {System or Institution Name} (“Owner”), and by {Firm Name} (“Contractor”), duly authorized by the laws of the State of Texas to act as contractor for construction, rehabilitation, alteration, or repair services. The capitalized term “Party” refers to either Owner or Contractor individually and the term “Parties” refers to Owner and Contractor collectively. The effective date (“Effective Date”) of this Agreement shall be the date of last signature by the parties hereto.

ARTICLE 1
PROJECT

1.1 Owner does hereby engage Contractor and Contractor does hereby agree to provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents to construct the {Project Name} (“Project”), on the {Campus}, to be completed in accordance with the requirements herein, and generally described as follows:

{General Description of the Project}

1.2 Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with Owner’s requirements and the terms of the Contract Documents.

ARTICLE 2
CONTRACT DOCUMENTS

2.1 Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work. The Drawings, Specifications, and addenda have been prepared for Owner by {Architect/Engineer} (“Design Professional”).

2.2 The Contract Documents consist of:

2.2.1 This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;

2.2.2 The Uniform General Conditions for Construction and Design Contracts for the University of North Texas System (“Uniform General Conditions” or “UGC”);

2.2.3 Supplementary General Conditions or Special Conditions, if any;

2.2.4 Owner’s Specifications;

2.2.5 All Addenda issued prior to the Effective Date of this Agreement;

2.2.6 All Change Orders issued after the Effective Date of this Agreement;

2.2.7 The Drawings, Specifications, details and other documents developed by Design Professional to describe the Project and accepted by Owner;

2.2.8 The Drawings and Specifications developed or prepared by Owner’s other consultants, if any, and accepted by Owner; and
2.2.9 The Historically Underutilized Business (HUB) subcontracting plan submitted or amended by Contractor and approved by Owner for this Project.

2.3 The Contract Documents form the entire and integrated Contract between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

2.4 To the extent the terms of this Agreement conflict with the Uniform General Conditions and/or the Supplemental Conditions, the terms of this Agreement will control.

2.5 If there is an irreconcilable conflict between or among the various documents that make up the Contract Documents, the interpretation that provides for the higher quality of material and/or workmanship will prevail over all other interpretations.

ARTICLE 3
DEFINITIONS

3.1 Terms, words, and phrases used in the Contract Documents shall have the meanings given in the Uniform General Conditions.

3.2 The following terms, words, and phrases used in the Contract Documents shall have the following meanings, and if more specific than the definition given in the Uniform General Condition, the more specific given in this Agreement shall control.

3.2.1 “Baseline Schedule” means the initial time schedule prepared by Contractor for Owner’s information and acceptance that conveys Contractor’s and Subcontractors’ activities (including coordination and review activities required in the Contract Documents to be performed by the Design Professional and Owner), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule shall clearly demonstrate the longest path of activities, critical activities durations, and necessary predecessor conditions that drive the end date of the schedule. The accepted Construction Baseline Schedule shall not change.

3.2.2 “Design Professional” means licensed professionals, or firms employing such licensed professionals, engaged by Owner as independent architects or engineers for design of all or a portion of the Project and to prepare Drawings and Specifications for the construction of the Project. More than one such professional or firm may be employed by Owner, and all such professionals or firms, regardless of number, are referred to in the singular herein.

3.2.3 “Longest Path” means the sequence of directly related activities that comprise the longest continuous chain of activities from the start of the first activity to the finish of the last activity. Each activity in the Longest Path is critical and directly related in that it prevents its successor from being scheduled earlier than it is. For this Project, “Longest Path” shall also include Ten Percent (10%) Total Float and Weather Days.

3.2.4 “Subcontractor” means a person or entity who has an agreement with Contractor to perform any portion of the Work. The term Subcontractor does not include the Design Professional or any person or entity hired directly by Owner.

3.2.5 “Total Float” shall refer to the number of days all activities on the Longest Path can be delayed without delaying the Substantial Completion Date.

3.2.6 “Work” means the provision of all services, labor, materials, supplies, and equipment that are required of Contractor to complete the Project in strict accordance with the requirements of the Agreement and the Construction Documents. Work includes, but is not limited to, the construction services, additional work required by Change Orders, and any other work reasonably inferable from the Construction Documents. The term...
“reasonably inferable” takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work.

3.2.7 “Work Progress Schedule” ("WPS") means the continually updated time schedule prepared by Contractor that coordinates and integrates activities of the Project, including Contractor's services, Design Professional's services, the work of other consultants, suppliers, and Owner's activities with the anticipated construction schedules for other contractors. The WPS accurately indicates all necessary and appropriate revisions including a longest path impact analysis, as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

ARTICLE 4
CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor's responsibilities include but are not limited to supervision, furnishing labor, materials, equipment, employment of and responsibility for subcontractors, payment of taxes where applicable, patent fees, royalties, approval fees, license fees, permit fees, filing fees, registration fees, and other governmental charges.

4.2 Contractor represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking. Contractor shall furnish construction administration and management services and use Contractor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all applicable laws.

4.3 Neither Contractor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or unless authorized in writing by Owner's Representative.

4.4 Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, procedures, safety provisions, precautions, and programs utilized, unless the Contract Documents give other specific instructions. In such case, Contractor shall not be liable to Owner for damages resulting from compliance with such instructions unless Contractor recognized and failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, procedures, safety provisions, precautions, or programs.

4.5 Contractor shall perform Work only within locations allowed by the Contract Documents, applicable laws and regulations, and applicable permits. Laws and regulations include federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Contractor must comply that are enacted as of the Agreement date.

4.6 Owner may perform work at the site directly or by others. Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities.

4.7 Contractor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or others or cause the work of Owner or others to become defective; (b) afford Owner or others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Contractor's Work with the work of Owner and others.
4.8 Before proceeding with any portion of the Work affected by the construction or operations of Owner or others, Contractor shall give Owner written notification within forty-eight (48) hours of any defects Contractor discovers in Owner’s or other’s performance or work, which will prevent the proper execution of the Work. Contractor's obligations in this subsection do not create a responsibility for the performance or work of Owner or others, but are for the purpose of facilitating the Work. If Contractor does not notify Owner of defects interfering with the performance of the Work, Contractor acknowledges that the performance or work of Owner or others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

4.9 Prior to commencing the Work, Contractor shall examine and compare the Drawings and Specifications with information furnished by Owner that are Contract Documents, relevant field measurements made by Contractor, and any visible conditions at the site affecting the Work. During the visit to the site, Contractor shall inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required.

4.10 Should Contractor discover any discrepancies, errors, omissions, or inconsistencies in the Contract Documents, Contractor shall report them to Owner within forty-eight (48) hours of discovery. It is recognized, however, that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws and regulations, including building codes. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

4.10.1 Contractor shall have no liability for discrepancies, errors, omissions, or inconsistencies discovered under this section unless Contractor fails to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency to Owner. This does not relieve Contractor of responsibility for its own discrepancies, errors, inconsistencies, or omissions.

4.11 Contractor shall provide competent supervision for the performance of the Work. Before commencing the Work, Contractor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after giving it, Contractor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the site. Contractor's superintendent(s) and project manager shall possess full authority to receive instructions from Owner and to act on those instructions. If Contractor changes its superintendent(s) or project manager or their authority, Contractor shall immediately notify Owner in writing.

4.12 Contractor shall be responsible to Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of Contractor or any of its Subcontractors.

4.13 Contractor shall permit only qualified persons to perform the Work. Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work.

4.14 Contractor shall submit to Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in accordance with the Uniform General Conditions. Contractor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents requirements.
4.15 Contractor acknowledges that it has visited, or has had the opportunity to visit, the site to visually inspect the general and local conditions of the facilities, systems and conditions to ensure an accurate understanding of the existing conditions which could affect the Work.

4.16 The Work shall be executed in accordance with the Contract Documents and Contractor agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the highest standards of Contractor’s profession or business, and (b) all the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work.

4.17 If the Work includes installation of materials or equipment furnished by Owner or others, it shall be the responsibility of Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due Contractor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

4.18 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with applicable laws and regulations.

4.18.1 Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the site; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the site and adjacent to Work areas, whether or not the property is part of the site.

4.18.2 Contractor’s site safety representative shall have a duty to prevent accidents. The safety representative shall perform their duty in accordance with the Uniform General Conditions.

4.18.3 If Owner deems any part of the Work or site unsafe, Owner, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Contractor does not adopt corrective measures, Owner may perform them and deduct their cost from the Contract Price. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, Contractor shall immediately reassign the person upon receipt of Owner's written notice to do so. Contractor agrees to make no claim for damages, for an increase in the Contract Price or for a change in the Contract Time based on Contractor's compliance with Owner's reasonable request.

4.19 If the conditions encountered at the site are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents; or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, then Contractor shall stop affected Work after the condition is first observed and give written notice of the condition to Owner and the Design Professional within forty-eight (48) hours.

4.20 Contractor shall regularly remove debris and waste materials at the site resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of
the Work, Contractor shall remove from the site all construction equipment, tools, surplus materials, waste materials, and debris.

4.20.1 If Contractor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due Contractor in the next payment period.

4.21 Contractor shall facilitate the access of Owner, Design Professional, and others to Work in progress.

4.22 Contractor shall comply with all applicable laws and regulations at its own costs. Contractor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Contractor, its employees, subcontractors, and agents for failure to comply with applicable laws and regulations, including fines, penalties, or corrective measures.

4.23 Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty shall commence on the Date of Substantial Completion of the Work.

4.23.1 Contractor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. Contractor's liability for such warranties shall be limited to a one-year period. After that period, Contractor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

4.23.2 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any Work not complying with the contract requirements (Defective Work) is found, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional Work required for correction of any Defective Work for which it is responsible.

4.23.3 With respect to any portion of Work first performed after Substantial Completion, the one-year period shall be extended by the period between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by Contractor.

4.23.4 If Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner prior to final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

4.23.5 If Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

ARTICLE 5
SUBCONTRACTS

5.1 With the prior written approval of Owner, Contractor may subcontract such services as Contractor deems necessary to meet its obligations under this Agreement. Subcontractors shall be qualified
and experienced in the type of work they will be performing. Owner shall have the right to reject any subcontractor but such right shall not relieve the responsibility of Contractor for his work and the work of the subcontractors. Contractor expressly assumes such responsibility and liability.

5.2 Contractor shall be responsible for the management of the Subcontractors in the performance of the Work.

5.3 If this Agreement is terminated, each subcontract agreement shall be assigned by Contractor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to Section 11.1; and (b) Owner accepts such assignment, after termination by notifying the Subcontractor and Contractor in writing, and assumes all rights and obligations of Contractor pursuant to each subcontract agreement.

5.4 Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its sub-subcontractors and material suppliers) to all provisions of this Agreement as they apply to the Subcontractors’ or material Suppliers’ portions of the Work.

5.5 Contractor shall comply with the HUB Program as define by Tex. Gov’t Code, Chapter 2161. Failure to comply with the HUB Program may constitute a material breach of this Contract as determined by Owner’s sole discretion.

5.6 Contractor agrees to comply with the established HUB Subcontracting Approach and shall make no changes to the HUB Subcontracting Approach without the prior written approval of Owner. Construction Manager will work with the Business Support Services HUB Coordinator to develop the HUB Subcontracting Plan (HSP). Further details concerning the HSP are located within the Uniform General Conditions.

**ARTICLE 6**

**OWNER’S RESPONSIBILITIES**

6.1 Owner shall provide Contractor with reasonable access to the site to assist Contractor in its performance of all tasks reasonably necessary for the completion of Work.

6.2 Owner hereby expressly reserves the right from time to time to designate by notice to Contractor one or more representatives to act partially or wholly for Owner in connection with the performance of Owner’s obligations hereunder. Contractor shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

6.3 Owner’s representative shall: (a) be fully acquainted with the Project, Work, and site; (b) agree to furnish the information and Work required of Owner in a timely manner; and (c) have the authority to bind Owner (to the extent of their authority) in all matters requiring Owner's approval or authorization. If Owner changes its representative, Owner shall promptly notify Contractor in writing.

6.4 Owner will furnish the site plan to document existing conditions to the extent requested by Contractor and as reasonably necessary for the completion of Contractor’s Work.

6.5 Owner shall examine, or cause its representative(s) to examine documents submitted by Contractor and render decisions pertaining thereto promptly or within a reasonable time to avoid unreasonable delay in the progress of Contractor’s Work. Review and approval of a document by Owner shall not waive the contractual responsibility or liability of Contractor.

6.6 Owner shall furnish information required as expeditiously as necessary for the orderly progress of Contractor’s Work.

6.7 Except for those permits and fees related to the Work which are the responsibility of Contractor, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees
required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

**ARTICLE 7**

**SCHEDULE, COMMENCEMENT, AND COMPLETION**

7.1 Owner shall provide a Notice to Proceed in which a date for commencement of the Work to be performed shall be stated. Contractor shall achieve Substantial Completion of the work no later than {Written Number} ({#}) calendar days from the date of the Notice to Proceed, subject to extension only by approved Change Orders. Final Completion, including correction of deficiencies, shall be achieved no later than thirty (30) calendar days from the date of the Substantial Completion. Contractor understands that the Substantial Completion and Final Completion dates shall not be extended regardless of weather, strikes, or for any other reason unless Change Orders so approve. The time set forth for completion of the Work is an essential element of this Agreement.

7.1.1 Time is of the essence for this Agreement and the Contract Documents.

7.1.2 Unless instructed by Owner in writing, Contractor shall not knowingly commence the Work before the effective date of insurance to be provided by Contractor.

7.2 Schedule.

7.2.1 Contractor shall submit for review and approval a Baseline Schedule to Owner and Design Professional when submitting the response to Request for Competitive Sealed Proposal (RFCSP). The Baseline Schedule shall indicate the dates for starting and completing the various aspects required to complete the work and shall utilize the Longest Path Method with fully editable logic. The schedule shall include mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all Work. This Baseline Schedule shall become the comparison to the actual conditions throughout the Contract duration and become a part of the Work Progress Schedule (WPS).

7.2.1.1 A Baseline Schedule that does not have at least the minimum amount of Total Float at submission will result in the Contractor forfeiting all claims to WPS extensions and/or delays as a result of contract changes and/or excusable delays as described in the UGCs.

7.2.1.2 In accordance with the UGCs, the WPS shall include at least ten percent (10%) Total Float and weather days from the effective date of Notice to Proceed for Construction Services to Substantial Completion Date.

7.2.1.3 Total Float shall not be shown as a single activity, but rather the results of the relationship between the early and late finish dates or early and late start dates of each Activity. The allocation of project float shall be determined by the Project Team as conditions warrant.

7.2.2 As construction proceeds, Contractor shall update and submit the WPS with the Owner, Architect, and Contractor (OAC) meeting minutes. The WPS is to indicate detailed listing for all activity sequences, durations, or milestone dates for activities of the Project, including, without limitation:

7.2.2.1 commencement, milestones, and completion dates for bidding/proposals phase, construction phase, and project stages;

7.2.2.2 times of commencement and completion, duration, and allocation of labor and materials for each Subcontractor;
7.2.3 Other detailed schedule activities as directed by Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, integration with central campus monitoring systems, information and instructional technology, data-transmission systems, and computer technology systems;

7.2.4 A recommended schedule for Owner's purchase of materials and equipment requiring long lead-time procurement, delivery dates of products requiring long lead-time procurement, and methods to expedite and coordinate delivery of long lead-time procurements including coordination of the Schedule;

7.2.5 Owner's occupancy requirements and estimated date of Substantial Completion of the Project;

7.2.6 Potential and actual variances between scheduled and probable completion dates;

7.2.7 Review of schedules for Work not started or incomplete and recommendation to Owner of adjustments in the schedules to conform to the probable completion dates;

7.2.8 Summary reports to Owner of each schedule update and documentation of all changes in construction schedules; and

7.2.9 Evaluation of Subcontractor's personnel, equipment, and availability of supplies and materials, with respect to each Subcontractor's ability to meet the Schedule and Recommendation to Owner when any subcontract requirements are not met, or appear unlikely to be met.

7.2.3 During OAC meeting, Contractor shall review progress since last meeting with the Owner and Design Professional; determine whether each activity is on time, ahead of schedule, or behind schedule in relation to Contractor's WPS; determine how construction behind schedule will be expedited; secure commitments from parties involved to do so; discuss whether schedule revisions are required to ensure the current and subsequent activities will be completed within the Contract Time; and review WPS for next period.

7.2.4 In addition to attending regularly scheduled OAC Project progress meetings, Contractor shall schedule, direct and attend interim progress meetings (i.e., commissioning meetings, coordination meetings, pre-installation meetings) with other members of the Project Team as required to maintain Project progress. Contractor shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.

7.2.5 If WPS updates indicate the Longest Path contained in prior WPS will not be met, Contractor shall notify the Owner in writing within forty-eight (48) hours and make recommendations to Owner. Should the item be critical in nature, Contractor shall have a follow-up discussion with Owner.

7.2.6 Contractor concurrently with making revisions to schedule shall prepare tabulated reports showing the following:

7.2.6.1 Identification of activities that have changed
7.2.7 Contractor shall provide the necessary Longest Path schedule control with a goal to attain the Substantial Completion Date of the Project, so that Owner can occupy and utilize the entire Project facilities on such date as well as a Punch List and Final Completion date;

7.2.7.1 Punch List and Final Completion: The Longest Path schedule control shall include not more than thirty (30) days or an agreed to timeframe approved by Owner for punch list and final completion.

7.2.8 Contractor shall coordinate preparation of the Schedule of Values with preparation of WPS.

7.2.9 Contractor shall create and maintain the WPS in a format acceptable to Owner (the license and training for which shall be at Contractor’s sole expense).

7.2.10 Contractor shall notify Owner within forty-eight (48) hours should a periodic update to the WPS indicates the Work is fourteen (14) or more calendar days behind the current approved WPS. Contractor shall submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the WPS and indicate changes to working hours, working days, crew sizes, and equipment required for compliance, and date by which recovery will be accomplished.

7.2.10.1 Owner’s Notice Not to Accelerate to Contractor shall not be considered acceleration by Owner and Owner shall not be responsible for any increased costs incurred by Contractor.

7.2.11 Contractor shall refer to the Uniform General Conditions for schedule extension and delay processes.

7.2.12 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the WPS. Owner may require Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. To the extent such changes increase Contractor’s costs or time, the Contract Price and Contract Time shall be equitably adjusted.

ARTICLE 8
COMPENSATION AND PAYMENT

8.1 In full consideration of Contractor’s performance of the Work and services under this Agreement, Owner shall pay to Contractor, subject to additions and deductions provided herein, the sum of {Amount} and No/100 Dollars ({#.00), in periodic progress payments as hereinafter provided.

The Contract Sum is the total of the following:
8.1 On a monthly basis and subject to procedures set forth in the Uniform General Conditions, Contractor shall submit an Application for Payment, in accordance with Division 01 Specifications. Supporting documentation should include, without limitation: a certified statement as to the Work completed and current schedule of values; a project-to-date job cost report and a current period job cost report; a breakdown of materials and labor; supporting subcontractor invoices and sworn statements and waivers of lien for all amounts paid to Contractor for materials, labor, equipment, and other costs; and copies of third-party invoices, receipts, and other third-party supporting documentation.

8.2 Based on the Application for Payment, Owner shall make a periodic progress payment to Contractor for the cost of labor, materials, and equipment incurred by Contractor in relation to the Work during the previous month, except that the percentage of the total amount paid shall not exceed the percentage amount of the Work that has been completed as determined in the reasonable judgment of Owner. Upon verification of costs incurred and percentage of Work completed, Owner will make payment to Contractor within thirty (30) working days or will notify Contractor of any objection to the invoiced amount.

8.3 Owner shall have the right to withhold from payments due Contractor such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Contractor or failure of Contractor to perform Contractor's obligations under this Agreement and as set forth in the Uniform General Conditions.

8.4 The final request for payment shall not be made until Contractor delivers to Owner a complete release of all liens arising out of this Agreement and an affidavit that so far as Contractor has knowledge or information, the release includes and covers all materials and Work over which Contractor has control for which a lien could be filed, but Contractor may, if any agent or consultant refuses to furnish a release in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees, and Owner shall have all remedies at law and in equity.

8.5 In addition to the procedures contained in the Uniform General Conditions, Owner shall have no obligation to make Final Payment until a final accounting of the Work has been submitted by Contractor and has been verified by Owner or Owner’s representatives. The aggregate total of payments to Contractor shall not exceed the total of the actual Work as verified by Owner or Owner’s representative from Contractor’s final accounting, as certified for payment in accordance with the Agreement. If payments made to Contractor exceed that which is due and owing pursuant to this Article, then Contractor shall promptly refund such excess to Owner.

8.6 Nothing contained herein shall require Owner to pay Contractor an aggregate amount exceeding the Agreement or to make payment if in Owner’s belief the cost to complete the Work would exceed the Agreement less previous payments to Contractor. Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a periodic progress payment or Final Payment) to Contractor hereunder if any one or more of the following conditions precedent exist:
8.6.1 Contractor is in breach or default under this Agreement;

8.6.2 Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement;

8.6.3 Contractor has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Contractor;

8.6.4 If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement, no additional payments will be due Contractor hereunder unless and until Contractor, at Contractor's sole cost, performs a sufficient portion of the remaining services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the then remaining services; or

8.6.5 To the extent Liquidated Damages or actual damages are imposed by Owner for failure of Contractor to complete the Work within the Contract Time.

8.7 No partial payment made hereunder shall be, or shall be construed to be, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Contractor of any Contractor's obligations hereunder or liabilities with respect to such services.

8.8 Contractor shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance of the construction of the Work.

8.9 Owner shall have the right to verify and audit the details set forth in Contractor's billings, certificates, accountings, cost data, and statements, either before or after payment therefore, by: (a) inspecting the books and records of Contractor during normal business hours; (b) examining any reports with respect to this Project; (c) interviewing Contractor's business employees; (d) visiting the Project site; and (e) other reasonable action.

8.10 The acceptance by Contractor or Contractor's successors of Final Payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Contractor or Contractor's successors have or may have against Owner under the provisions of this Agreement except those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

8.11 Owner shall be billed in accordance with Chapter 2251 of the Texas Government Code and interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code.

8.12 All invoices submitted for payment must include a HUB Progress Assessment Report (PAR). The PAR should document compliance with the HUB Plan.

ARTICLE 9
BONDS

9.1 Prior to commencing work, Contractor shall provide performance and payment bonds in accordance with the requirements set forth in the Uniform General Conditions. The penal sum of the payment and performance bonds shall be for 100% of the Contract Sum. Any increase in the Contract Price shall require a rider to the Bonds increasing penal sums accordingly. Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price. Owner will pay Contractor the bonding costs as a pass through amount not to exceed {Amount} ($#).00 with proper documentation provided along with an Application for Payment. No retainage is to be withheld with respect to the cost of the required bonds.
9.2 Contractor shall not cause or allow any of its bonds to be canceled nor permit any lapse during the term of this Agreement.

ARTICLE 10
INDEMNITY AND INSURANCE

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

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

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

10.2 Insurance.

10.2.1 Contractor shall not commence work under the Agreement until it has obtained all insurance required in accordance with this Agreement and the Uniform General Conditions and until such insurance has been reviewed and approved in writing by Owner. Approval of the insurance by Owner shall not relieve nor decrease the liability of Contractor hereunder. Prior to commencing any of Work Contractor shall provide evidence as required by this Article that demonstrates coverage for Employer’s Liability, Workers’ Compensation, Commercial General Liability, and Automobile Liability as set forth in the Uniform General Conditions are in full force and effect. Prior to commencing any construction work, Builder's Risk as set forth in the Uniform General Conditions shall be in full force and effect and shall be increased as necessary for each separate bid package, phase, or Stage of construction prior to the commencement of construction for that package, phase, or Stage. No retainage is to be withheld with respect to the cost of the required insurance.

Owner shall obtain builder’s risk insurance coverage for the Project. In the event of an insured loss caused by the action or inaction of Contractor, or by any subcontractor or sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, Contractor shall be responsible for, and reimburse to Owner, any applicable deductible under the builder’s risk insurance.
policy, which may be up to $25,000. Any costs associated with Contractor's responsibility for the applicable deductible shall not be considered cost of Work.

10.2.2 Contractor shall include Owner, (Campus if different from Owner) and the Board of Regents of the University of North Texas System as loss payees and Additional Insured's on General Liability and Business Automobile Liability. The Commercial General Liability, Business Automobile Liability, and Worker’s Compensation policies shall include a waiver of subrogation in favor of Owner.

10.2.3 Insurance policies required under this Article shall contain a provision that the insurance company must give Owner written notice transmitted in writing: (a) thirty (30) calendar days before coverage is non-renewed by the insurance company and (b) within ten (10) business days after cancellation of coverage by the insurance company. Prior to start of Services and upon renewal or replacement of the insurance policies, Contractor shall furnish Owner with certificates of insurance until one year after acceptance of the Services. If any insurance policy required under this Article is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Contractor will give Owner written notice within forty-eight (48) hours upon actual or constructive knowledge of such condition.

10.2.4 Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as Contractor.

10.2.5 Owner shall be entitled, upon request, and without expense, to receive copies of the policies, all endorsements thereto and documentation to support costs and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, exclusions and costs, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such policies. Any price credits determined in the insurance review will be refundable to Owner. Actual losses not covered by insurance as required by this Article shall be paid by the Contractor.

10.2.6 Contractor shall not cause or allow any of its insurance to be canceled nor permit any lapse during the term of the Agreement or as required in the Agreement.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1 With or without cause, Owner reserves and has the right to terminate this Agreement or to cancel, suspend or abandon execution of all or any Services in connection with this Agreement at any time upon written notice to Contractor. Contractor may terminate this Agreement upon seven (7) days written notice to Owner only if Owner substantially fails to perform its obligations under Article 6 of this Agreement or fails to timely pay Contractor as required under Article 8, and after adequate written notice is delivered to Owner and Owner has failed to take action within thirty (30) days in order to begin to correct the problem.

11.1.1 In the event of termination, cancellation, suspension, or abandonment that is not the fault of Contractor, Owner shall pay to Contractor as full payment for all services performed and all expenses incurred under this Agreement, the appropriate portion of Contract Sum due under Article 8 as shall have become payable because of the progress in the Work as the services actually rendered hereunder by Contractor bear to the total services necessary.
11.1.2 In ascertaining the services actually rendered hereunder up to the date of termination, cancellation, suspension, or abandonment of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete Drawings, and to other related documents, whether delivered to Owner or in possession of Contractor.

11.1.3 For any said sum paid under this Article, Contractor agrees to accept same in full settlement of all claims for services rendered under this Agreement.

11.2 If, upon payment of the amount required to be paid under this Article following the termination of this Agreement, Owner thereafter should determine to complete the original project or, substantially, the same project without major change in scope; Owner, for such purposes, shall have the right of utilization of any and all original tracings, Drawings, calculations, design analysis, Specifications, estimates, related data, and other documents including Construction Documents, prepared under this Agreement by Contractor who shall make them available to Owner upon request, with compensation to Contractor limited to actual reproduction costs. Owner agrees to credit Contractor with such authorship as may be due to him but is not required to renew this Agreement.

11.3 Upon request at the termination, cancellation, suspension, or abandonment of this Agreement, Contractor agrees to furnish to Owner copies of the latest documents prepared by Contractor for the Project.

11.4 A termination, cancellation, suspension, or abandonment under this Article shall not relieve Contractor or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Contractor. In the event of a termination under this Article, Contractor hereby consents to employment by Owner of a substitute contractor to complete the services under this Agreement, with the substitute contractor having all rights and privileges of the original contractor of the Project.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. The terms and conditions of this Agreement shall be binding upon the Parties, their partners, successors, permitted assigns, and legal representatives. This Agreement is a service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner to a component or affiliate of Owner or a branch or agency of the State of Texas.

12.2 Death or Incapacity. If Contractor transacts business as an individual, his death or incapacity shall automatically terminate this Agreement as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder; and Owner shall pay him or his estate the compensation payable under the Agreement for any services rendered prior to such termination. If Contractor is a firm comprised of more than one principal and any one of the members thereof dies or becomes incapacitated and the other members continue to render the services covered herein, Owner will make payments to those continuing as though there had been no such death or incapacity, and Owner will not be obliged to take any account of the person who died or became incapacitated or to make any payment to such person or his estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor; and if death or incapacity befalls the last one of such group before this Agreement is fully performed, then the rights shall be as if there had been only one Contractor. In any event, notice of the death or incapacity of any principal shall be given to Owner by any surviving principal within a reasonable time.

12.3 Irreparable Injury. It is acknowledged and agreed that Contractor's services to Owner are unique, which gives a peculiar value to Owner and for the loss of which Owner cannot be reasonably or
adequately compensated in damages; accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.

12.4 **Certifications.**

12.4.1 Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.4.2 Pursuant to Texas Government Code, Section 2155.004, Contractor certifies that the business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.4.3 If a corporate or limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Texas Tax Code, Chapter 171, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

12.4.4 Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

12.4.5 Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.

12.4.6 Pursuant to Texas Government Code Sections 2252.201-2252.205, Contractor certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States.

12.4.7 To the extent required by Texas Government Code Chapter 2270, Contractor certifies that it does not currently boycott Israel and will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.4.8 By signature hereon, Contractor certifies that no member of the Board of Regents of the University of North Texas System, or executive officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.

12.5 **Business Ethics.** During the performance of Contractor’s contract responsibilities, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest with Owner’s best interests. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause Owner to violate Owner’s Conflicts of Interest Policy or applicable state ethics laws or rules.
12.6 **Illegal Dumping.** Contractor shall ensure that it and all of its subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

12.7 **Asbestos Containing Materials.**

12.7.1 Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM) no later than Contractor's application for Final Payment as required by the Uniform General Conditions.

12.7.2 All materials used in this Project shall be certified as non-ACBM. Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with the following acts:

12.7.2.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763, Subpart E)

12.7.2.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, Subpart M, National Emission Standard for Asbestos)

12.7.2.3 Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295, Subchapter C, Asbestos Health Protection)

12.8 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be kept on a generally recognized accounting basis and shall be made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner. Such records shall be maintained by Contractor and shall be available to Owner or his authorized representative for a period of at least five (5) years after the provision of Contractor’s Services.

12.9 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: If to Contractor:
{Name} {Contact Name}
{Title} {Firm Name}
University of North Texas {System or Institution Name} {Street Address}
1155 Union Circle #311040 {City, State Zip}
Denton, Texas 76203-5017

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

12.10 **Independent Contractor.** Contractor recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or
retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

12.11 Loss of Funding. Performance by Owner under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The University of North Texas System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate the Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

12.12 Confidentiality. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor’s own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this subparagraph from persons, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.13 Open Records. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If required, Contractor shall make public information available to Owner in an electronic format. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

12.14 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue shall be as provided in Texas Education Code Section 105.151 for any legal proceeding pertaining to this Agreement.

12.15 Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

12.16 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
IN WITNESS WHEREOF the parties hereto have executed this Agreement in the day and year first above written.

OWNER:
UNIVERSITY OF NORTH TEXAS
{SYSTEM OR INSTITUTION NAME}

By: ________________________________
(signature)

[Authorized Signatory Name]
[Authorized Signatory Title]

Date: ________________________________

CONTRACTOR:
{FIRM NAME}

By: ________________________________
(signature)

[typed name and title]

Date: ________________________________

Street/PO Box

City, State, ZIP

Telephone

State of TX Vendor ID Number
EXHIBIT A

SPECIFICATIONS, DRAWINGS, AND ADDENDA

SPECIFICATIONS

As listed in project manual titled [Title], prepared by [Professional], issued for construction on [Date].

DRAWINGS

Entitled [Title], as prepared by [Professional], issued for construction on [Date], consisting of the following pages:

<table>
<thead>
<tr>
<th>Sheet Number</th>
<th>Title</th>
</tr>
</thead>
</table>

ADDENDA

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
</tr>
</thead>
</table>
PAYMENT BOND

Surety Bond No.

STATE OF TEXAS §
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS: That we, ________________________________, as Principal, and ________________________________, as Surety, are hereby held and firmly bound unto the University of North Texas System, as Obligee, in the sum of Dollars ($______________) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, by the terms and conditions herein.

The conditions of this obligation are such that whereas the Principal entered into a certain contract with the Obligee, as an entity of the State of Texas, dated the ___ day of ____, 200___ (“Contract”), which is hereto attached and made a part hereof for all purposes, for the purpose of ________________________________.

NOW THEREFORE, the condition of this obligation is such that this Payment Bond shall remain in full force and effect unless and until 120 days after Principal has faithfully performed the Contract in accordance with the Contract documents and Principal has executed a copy of the attached Payment Affidavit and provided it to Obligee.

In the event that the Principal fails to promptly pay when due any amount owed to persons who have supplied labor, materials, or supplies used in Principal’s performance of the said Contract, the Surety will, upon receipt of notice from the Obligee or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal’s failure to promptly pay for labor, materials, or supplies exceed the amount of this bond.

The Surety agrees to pay to the Obligee upon demand all loss and expense, including attorney’s fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Principal or the Surety.

Provided further, that this bond is made and entered into for the protection of all parties supplying labor or materials in the prosecution of the work provided for in the said Contract, and all such parties shall have a direct right of action under this bond as provided in Chapter 2253 of the Texas Government Code. If any legal action is filed upon this bond, venue shall lie in Denton County, Texas.

The liabilities, rights, limitations and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this ___ day of ____, in the year ____, the name and seal of each party being hereto affixed, and duly signed by its undersigned representative pursuant to authority of its governing body.

CONSTRUCTION MANAGER-AT-RISK

(Firm Name)

(Typed Name and Title)

(Texas Vendor ID No.)

(Both)

(Both)
PERFORMANCE BOND

Surety Bond No.

STATE OF TEXAS §
COUNTY OF §

LET IT BE KNOWN BY THIS INSTRUMENT: That we, ______________________, as Principal, and ______________________, a corporation duly authorized to do business in the State of Texas, as Surety, are hereby held and firmly bound unto the University of North Texas System, as Obligee, in the sum of ______________________ Dollars ($_______) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, by the terms and conditions herein.

The conditions of this obligation are such that whereas the Principal entered into a certain contract with the Obligee, as an entity of the State of Texas, dated the ______ day of _______, 20 (“Contract”), which is hereto attached and made a part hereof for all purposes, for the purpose of__________________________

NOW THEREFORE, the condition of this obligation is such that this Performance Bond shall remain in full force and effect unless and until the Principal has faithfully performed the Contract in accordance with the Plans, Specifications and Contract documents. Further, under the terms of this Performance Bond, Principal shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of Principal’s default or failure to perform and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default.

In the event that the Principal’s failure as defined by the Contract Documents, to faithfully perform the Contract, Surety will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount. Conditioned upon the Surety’s faithful performance of its obligations, the liability of the Surety for the Principal’s default shall not exceed the penalty of this Bond.

The Surety agrees to pay to the Obligee upon demand all loss and expense, including attorney’s fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Principal or the Surety.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said Contract or to the work or to the Specifications.

Provided further, that if any legal action be filed upon this Bond, venue shall lie in Denton County, Texas.

The liabilities, rights, limitations and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.
IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____________ in the year 20___, the name and corporate seal of each corporate party being hereto affixed, and these present duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:  

(Signature)  

(Type Name and Title)  

(SEAL)  

ATTEST:  

(Signature)  

(Type Name and Title)  

(SEAL)  

Surety’s Texas Local Recording Agent or Resident Agent:  

(Signature)  

(Type Name)  

(License No.)  

(File No)  

(Address)  

(City, State, Zip)  

(Telephone)  

Surety’s Home Office Agent or Servicing Agent:  

(Signature)  

(Name)  

(Title)  

(Address)  

(City, State, Zip)  

(Telephone)
HUB Subcontracting Plan (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

--- Agency Special Instructions/Additional Requirements ---

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ____________________________ State of Texas VID #:

   Point of Contact: ____________________________

   E-mail Address: ____________________________

   Phone #: ____________________________

   Fax #: ____________________________

b. Is your company a State of Texas certified HUB? □ - Yes  □ - No

c. Requisition #: ____________________________

   Bid Open Date: _______ (mm/dd/yyyy)
SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.</td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.</td>
<td>Percentage of the contract expected to be subcontracted to Non-HUBs.</td>
</tr>
<tr>
<td>1</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>3</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>4</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>5</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>6</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>7</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>8</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>9</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>10</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>11</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>12</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>13</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>14</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>15</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

Aggregate percentages of the contract expected to be subcontracted:

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hubforms.php).

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.
**SECTION 2: RESPONDENT’s SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract in place for more than five (5) years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>17</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>18</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>19</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>20</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>21</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>22</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>23</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>24</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>25</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>26</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>27</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>28</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>29</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>30</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>31</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>32</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>33</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>34</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>35</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>36</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>37</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>38</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>39</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>40</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>41</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>42</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>43</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

*Aggregate percentages of the contract expected to be subcontracted: % % %

*Continuous Contract:* Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.
SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded “No” to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION
As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

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

Signature
Printed Name
Title
Date
( mm/dd/yyyy)

Reminder:

➤ If you responded ‘Yes’ to SECTION 2, Items c or d, you must complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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

Enter your company’s name here: ____________________________ Requisition #: ____________________________

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

SECTION A-1:  Subcontracting Opportunity

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

Item Number: __________ Description: ____________________________

SECTION A-2:  Subcontractor Selection

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>□ - Yes □ - No</td>
<td>$</td>
<td></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

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

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b, of the completed HSP form. You may photocopy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUB-DOCOM-plan-oef-ahcm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION B-2: MENTOR PROTÉGÉ PROGRAM
If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY
When completing this section you MUST comply with Items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

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

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://myrcs.cpa.state.tx.us/txesms/search/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas VID (Do not enter Social Security Numbers)</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
</tbody>
</table>

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

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

<table>
<thead>
<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
</tbody>
</table>
**HSP Good Faith Effort - Method B (Attachment B) Cont.**

**SECTION B-4: SUBCONTRACTOR SELECTION**

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

- **Item Number:**
- **Description:**

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

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

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

In accordance with Texas Gov’t Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serve members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

### SECTION A: PRIME CONTRACTOR’S INFORMATION

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>State of Texas VID #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

### SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Bid Open Date:</td>
</tr>
<tr>
<td>Requisition #:</td>
<td>(mm/dd/yyyy)</td>
</tr>
</tbody>
</table>

### SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor’s Bid Response Due Date:
   
   If you would like for our company to consider your company’s bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than __________ on __________ Central Time (mm/dd/yyyy).

   In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serve members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

   (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:
   - [ ] - Not Applicable

4. Bonding/Insurance Requirements:
   - [ ] - Not Applicable

5. Location to review plans/specifications:
   - [ ] - Not Applicable
UNIFORM GENERAL CONDITIONS
FOR CONSTRUCTION AND DESIGN CONTRACTS
2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Wage Rates and Other Laws Governing Construction</td>
<td>6</td>
</tr>
<tr>
<td>2.1</td>
<td>Environmental Regulations</td>
<td>6</td>
</tr>
<tr>
<td>2.2</td>
<td>Wage Rates</td>
<td>7</td>
</tr>
<tr>
<td>2.2.1</td>
<td>Notification to Workers</td>
<td>7</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Penalty for Violation</td>
<td>8</td>
</tr>
<tr>
<td>2.2.3</td>
<td>Complaints of Violations</td>
<td>8</td>
</tr>
<tr>
<td>2.3</td>
<td>Licensing of Trades</td>
<td>9</td>
</tr>
<tr>
<td>2.4</td>
<td>Royalties, Patents, and Copyrights</td>
<td>9</td>
</tr>
<tr>
<td>2.5</td>
<td>State Sales and Use Taxes</td>
<td>9</td>
</tr>
<tr>
<td>2.6</td>
<td>Antiquities</td>
<td>9</td>
</tr>
<tr>
<td>2.7</td>
<td>Franchise Tax Status</td>
<td>9</td>
</tr>
<tr>
<td>2.8</td>
<td>Conflicts of Interest</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>General Responsibilities of Owner</td>
<td>10</td>
</tr>
<tr>
<td>3.1</td>
<td>Preconstruction Conference</td>
<td>10</td>
</tr>
<tr>
<td>3.2</td>
<td>OCM</td>
<td>10</td>
</tr>
<tr>
<td>3.2.1</td>
<td>Point of Contact</td>
<td>10</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Directives</td>
<td>10</td>
</tr>
<tr>
<td>3.3</td>
<td>Owner Supplied Materials and Information</td>
<td>10</td>
</tr>
<tr>
<td>3.3.1</td>
<td>Surveys</td>
<td>10</td>
</tr>
<tr>
<td>3.3.2</td>
<td>Drawings and Specifications</td>
<td>10</td>
</tr>
<tr>
<td>3.3.3</td>
<td>Other Information</td>
<td>10</td>
</tr>
<tr>
<td>3.4</td>
<td>Availability of Lands</td>
<td>10</td>
</tr>
<tr>
<td>3.5</td>
<td>Limitation on Owner’s Duties</td>
<td>11</td>
</tr>
<tr>
<td>3.5.1</td>
<td>No Control</td>
<td>11</td>
</tr>
<tr>
<td>3.5.2</td>
<td>No Contravention of Design Professional</td>
<td>11</td>
</tr>
<tr>
<td>4</td>
<td>General Responsibilities of Design Professional</td>
<td>11</td>
</tr>
<tr>
<td>4.1</td>
<td>Role of Design Professional</td>
<td>11</td>
</tr>
<tr>
<td>4.2</td>
<td>Site Visits</td>
<td>11</td>
</tr>
<tr>
<td>4.3</td>
<td>Inspections</td>
<td>11</td>
</tr>
<tr>
<td>4.4</td>
<td>Clarifications and Interpretations</td>
<td>11</td>
</tr>
<tr>
<td>4.5</td>
<td>Limitations on Design Professional Authority</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>General Responsibilities of Contractor</td>
<td>12</td>
</tr>
<tr>
<td>5.1</td>
<td>Contractor’s General Responsibilities</td>
<td>12</td>
</tr>
<tr>
<td>5.2</td>
<td>Project Administration</td>
<td>12</td>
</tr>
<tr>
<td>5.2.1</td>
<td>Contractor’s Management Personnel</td>
<td>12</td>
</tr>
<tr>
<td>5.2.2</td>
<td>Labor</td>
<td>13</td>
</tr>
<tr>
<td>5.2.3</td>
<td>Services, Materials, and Equipment</td>
<td>13</td>
</tr>
<tr>
<td>5.2.4</td>
<td>No Substitutions without Approval</td>
<td>13</td>
</tr>
<tr>
<td>5.3</td>
<td>Owner Equipment or Material</td>
<td>13</td>
</tr>
<tr>
<td>5.4</td>
<td>Non-Compliant Work</td>
<td>13</td>
</tr>
<tr>
<td>5.5</td>
<td>Subcontractors</td>
<td>13</td>
</tr>
<tr>
<td>5.5.1</td>
<td>Contract Documents</td>
<td>13</td>
</tr>
</tbody>
</table>
ARTICLE 6. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN ................................................................. 16
  6.1 General Description ........................................................................................................ 16
  6.1.1 Good Faith Effort ........................................................................................................ 16
  6.2 Compliance with Approved HUB Subcontracting Plan .................................................. 16
  6.3 Failure to Demonstrate Good-Faith Effort ................................................................. 17

ARTICLE 7. BONDS .................................................................................................................. 17
  7.1 Construction Bonds ........................................................................................................ 17
  7.2 Bond Requirements ....................................................................................................... 17
  7.2.1 Performance Bonds ................................................................................................... 17
  7.2.2 Payment Bonds ......................................................................................................... 17
  7.2.3 When Bonds Are Due ............................................................................................... 17
  7.2.4 Power of Attorney .................................................................................................... 17
  7.3 Bond Indemnification .................................................................................................... 18
  7.3.1 Furnishing Bond Information .................................................................................... 18
  7.3.2 Claims on Payment Bonds ....................................................................................... 18
  7.4 Payment of Claims when Payment Bond is Not Required ........................................... 18
  7.5 Sureties ........................................................................................................................ 18
  7.6 Bond and Cost ............................................................................................................... 18

ARTICLE 8. INDEMNITY AND INSURANCE ........................................................................ 19
  8.1 Indemnification of Owner ............................................................................................. 19
  8.1.1 No Third-Party Beneficiaries ................................................................................... 19
  8.1.2 Notice ...................................................................................................................... 19
  8.2 Insurance Requirements ............................................................................................... 19
  8.2.1 Period of Coverage .................................................................................................. 20
  8.2.2 Certificates ............................................................................................................... 20
  8.2.3 Failure to Provide Certificates .................................................................................. 20
  8.2.4 Contractor’s Liability ................................................................................................. 20
  8.2.5 Insurance Limits ....................................................................................................... 20
  8.2.6 Insurers .................................................................................................................... 20
  8.3 Insurance Coverage Required ....................................................................................... 20
  8.3.1 Workers’ Compensation Insurance ......................................................................... 20
  8.3.2 Commercial General Liability Insurance ............................................................... 20
  8.3.3 Asbestos Abatement Liability Insurance ................................................................ 21
  8.3.4 Comprehensive Automobile Liability Insurance ..................................................... 21
  8.3.5 All-Risk Builder’s Risk Insurance .......................................................................... 22
  8.3.6 “Umbrella” Liability Insurance .............................................................................. 22
  8.4 Policy Requirements ..................................................................................................... 23
ARTICLE 12. CONSTRUCTION SCHEDULES ..........................................................34

12.1 Contract Time ...........................................................................................................34
12.2 Notice to Proceed .........................................................................................................34
12.3 Work Progress Schedule ...........................................................................................34
12.3.1 Work Progress Schedule Updates .........................................................................34
12.3.2 Use of Work Progress Schedules ..........................................................................35
12.4 Ownership of Float ....................................................................................................35
12.5 Completion of Work ...................................................................................................35
12.5.1 Owner’s Self Help ..................................................................................................36
12.5.2 Requirement to Regain Schedule .........................................................................36
12.5.3 Recovery Schedule ...............................................................................................36
12.5.4 Owner’s Notice Not Acceleration .........................................................................36
12.6 Modification of the Contract Time ............................................................................36
12.6.1 Extension Request .................................................................................................36
12.6.2 Weather Day ..........................................................................................................36
12.6.3 Excusable Delay ...................................................................................................37
12.7 No Damages for Weather Days ..................................................................................37
12.8 Costs for Excusable Delay ..........................................................................................37
12.9 No Damages for Other Delay ....................................................................................38
12.10 Concurrent Delay ......................................................................................................38
12.11 Time Extension Requests for Changes to the Work or Excusable Delay ..................38
12.11.1 Content of Request ..............................................................................................38
12.11.2 No Release ............................................................................................................38
12.11.3 Longest Path Analysis ..........................................................................................38
12.11.4 Owner Response ..................................................................................................39
12.12 Failure to Complete Work in the Contract Time .......................................................39
12.13 Liquidated Damages .................................................................................................39
12.13.1 Reasonable Estimate ...........................................................................................40
12.13.2 Offset ..................................................................................................................40
12.13.4 No Waiver ..........................................................................................................40

ARTICLE 13. PAYMENTS .................................................................................40

13.1 Job Order Contracts ..................................................................................................40
13.2 Schedule of Values ....................................................................................................40
13.2.1 Requirements ........................................................................................................40
13.3 Progress Payments ....................................................................................................42
13.3.1 Preliminary Pay Worksheet ...................................................................................41
13.3.2 Contractor’s Application for Payment ...................................................................43
13.3.3 Certification by Design Professional ....................................................................44
ARTICLE 14. CHANGES ................................................................. 44
  14.1 Change Orders ............................................................. 44
  14.1.1 Owner Ordered Changes ........................................... 45
  14.1.2 Corrections ............................................................... 45
  14.2 Unit Prices ................................................................. 45
  14.3 Claims for Additional Costs .......................................... 45
  14.3.1 Claim with no Requested Change ............................ 45
  14.3.2 Miscellaneous Claims ............................................. 46
  14.3.3 Failure to Notify ...................................................... 46
  14.4 Minor Changes ......................................................... 46
  14.5 Concealed Site Conditions ......................................... 46
  14.6 Extension of Time ..................................................... 46
  14.7 Administration of Change Order Requests .................. 47
     14.7.1 Procedures .......................................................... 47
     14.7.2 Routine Changes ................................................ 47
     14.7.3 Documentation .................................................. 47
     14.7.4 Emergencies ...................................................... 47
     14.7.5 Coordination with Schedule of Values .................. 47
  14.8 Pricing Change Order Work ....................................... 47
     14.8.1 Self-Performance ................................................. 48
     14.8.2 Overhead and Profit ............................................. 48
     14.8.3 Subcontractor Performed ..................................... 48
     14.8.4 Subcontractor Coordination ................................ 48
     14.8.5 GMP Limitation ................................................ 48
     14.8.6 Net Amount ...................................................... 48
  14.9 Construction Change Directive (CCD) ......................... 48
  14.10 Audit of Changes .................................................... 48

ARTICLE 15. PROJECT COMPLETION AND ACCEPTANCE .................. 49
  15.1 Closing Inspections .................................................. 49
  15.1.1 Purpose of Inspection ............................................. 49
  15.1.2 Annotation .......................................................... 49
  15.1.3 Substantial Completion Inspection .......................... 49
  15.1.4 Final Inspection .................................................... 49
  15.1.5 Additional Inspections .......................................... 50
  15.1.6 Phased Completion .............................................. 50
  15.2 Owner’s Right of Occupancy ...................................... 51
  15.3 Acceptance and Payment .......................................... 51
  15.3.1 Request for Final Payment ..................................... 51
  15.3.2 Final Payment Documentation ............................... 52
  15.3.3 Design Professional Approval ................................. 52
ARTICLE 16. WARRANTY AND GUARANTEE ................................................................. 53
  16.1 Contractor’s General Warranty and Guarantee .......................................................... 53
  16.1.1 Warranty Period .................................................................................................. 53
  16.1.2 Limits on Warranty ............................................................................................. 53
  16.1.3 Events Not Affecting Warranty .......................................................................... 54
  16.2 Separate Warranties ............................................................................................... 54
  16.2.1 Assumption ........................................................................................................ 54
  16.2.2 Assignment ......................................................................................................... 54
  16.3 Correction of Defects ............................................................................................... 54
  16.4 Certification of No Asbestos Containing Materials or Work .................................. 55

ARTICLE 17. SUSPENSION AND TERMINATION ...................................................... 55
  17.1 Suspension of Work for Cause .............................................................................. 55
  17.1.1 Cease Work ...................................................................................................... 55
  17.1.2 Investigation ..................................................................................................... 55
  17.1.3 Outcome ........................................................................................................... 55
  17.1.4 Time .................................................................................................................. 56
  17.2 Suspension of Work for Owner’s Convenience ....................................................... 56
  17.3 Termination by Owner for Cause .......................................................................... 56
  17.3.1 Cause ............................................................................................................... 56
  17.3.2 No Waiver ........................................................................................................ 56
  17.3.3 Notice ............................................................................................................... 57
  17.3.4 Cure .................................................................................................................. 57
  17.3.5 Failure to Cure .................................................................................................. 57
  17.3.6 Conversion to Termination for Convenience ..................................................... 57
  17.4 Termination for Convenience of Owner ................................................................. 57
  17.4.1 Notice ............................................................................................................... 58
  17.4.2 Contractor Action .............................................................................................. 58
  17.4.3 Contractor Remedy ......................................................................................... 58
  17.5 Termination by Contractor ................................................................................... 58
  17.6 Settlement on Termination ..................................................................................... 58

ARTICLE 18. DISPUTE RESOLUTION ......................................................................... 59
  18.1 Contracts Less Than $250,000 .............................................................................. 59
  18.2 Contracts $250,000 or Greater .............................................................................. 59
  18.2.1 Mediation ........................................................................................................ 59
  18.3 Owner Retained Rights ......................................................................................... 60
  18.4 No Waiver ............................................................................................................ 60
  18.5 No Attorney’s Fees ............................................................................................... 60
  18.6 Interest .................................................................................................................. 60

ARTICLE 19. MISCELLANEOUS ................................................................................. 60
  19.1 Right to Audit ....................................................................................................... 60
  19.2 Supplementary or Special Conditions ................................................................. 61
  19.2.1 Supplementary Conditions .............................................................................. 61
  19.2.2 Special Conditions ........................................................................................... 61
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.3</td>
<td>Federally Funded Projects</td>
<td>61</td>
</tr>
<tr>
<td>19.4</td>
<td>Internet-based Project Management Systems</td>
<td>61</td>
</tr>
<tr>
<td>19.4.1</td>
<td>Accessibility and Administration</td>
<td>61</td>
</tr>
<tr>
<td>19.4.2</td>
<td>Training</td>
<td>62</td>
</tr>
<tr>
<td>19.5</td>
<td>Computation of Time</td>
<td>62</td>
</tr>
<tr>
<td>19.6</td>
<td>Survival of Obligations</td>
<td>62</td>
</tr>
<tr>
<td>19.7</td>
<td>No Waiver of Performance</td>
<td>62</td>
</tr>
<tr>
<td>19.8</td>
<td>Governing Law and Venue</td>
<td>62</td>
</tr>
<tr>
<td>19.9</td>
<td>Captions and Catch Lines</td>
<td>62</td>
</tr>
<tr>
<td>19.10</td>
<td>Independent Contractor Status</td>
<td>62</td>
</tr>
<tr>
<td>19.11</td>
<td>No Third-Party Beneficiaries</td>
<td>62</td>
</tr>
<tr>
<td>19.12</td>
<td>Child Support Obligor</td>
<td>62</td>
</tr>
<tr>
<td>19.13</td>
<td>Buy America Requirements for Iron and Steel Used in Construction</td>
<td>63</td>
</tr>
<tr>
<td>19.14</td>
<td>No Assignment</td>
<td>63</td>
</tr>
<tr>
<td>19.15</td>
<td>Severability</td>
<td>63</td>
</tr>
<tr>
<td>19.16</td>
<td>Parties Bond</td>
<td>63</td>
</tr>
<tr>
<td>19.17</td>
<td>Public Information</td>
<td>63</td>
</tr>
<tr>
<td>19.18</td>
<td>Entire Agreement</td>
<td>63</td>
</tr>
</tbody>
</table>
ARTICLE 1.
DEFINITIONS

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

1.1 “Addendum/Addenda” means formally issued written or graphic modification and/or interpretations of the Construction Documents that may add to, delete from, clarify or correct the description and/or scope of the Work. Addenda are issued during the bidding phase of the project.

1.2 “Application for Final Payment” means Contractor’s final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor’s retainage.

1.3 “Application for Payment” means Contractor’s monthly partial invoice for payment that includes any portion of the Work that has been completed and performed in accordance with the requirements of the Contract Documents for which an invoice has not been submitted. The Application for Payment must accurately reflect the progress of the Work, be itemized based on the Schedule of Values, bear the notarized signature of Contractor, and not include subcontracted items for which Contractor does not intend to pay.

1.4 “Authority Having Jurisdiction” means a federal, state, local or other regional department, or an individual such as a fire marshal, building official, electrical inspector, utility provider or other individual having statutory authority.

1.5 “Baseline Schedule” means the initial time schedule prepared by Contractor for Owner’s information and acceptance that conveys Contractor’s and Subcontractors’ activities (including coordination and review activities required in the Contract Documents to be performed by Design Professional and Owner), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the Longest Path of activities, durations, and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.

1.6 “Certificate of Final Completion” means the certificate issued by Design Professional that documents, to the best of Design Professional’s knowledge and understanding, Contractor’s
completion of all Contractor’s Punch list items and pre-final Punch list items, final cleanup, and Contractor’s provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.

1.7 “Certificate of Substantial Completion” means the certificate executed by the Design Professional, Owner, and Contractor that documents to the best of the Design Professional’s and Owner’s knowledge and understanding, Contractor’s sufficient completion of the Work in accordance with the Contract, so as to be operational and fit for the use intended.

1.8 “Change Order” means a written modification of the Contract between Owner and Contractor, agreed to and signed by Owner, Contractor, and Design Professional.

1.9 “Change Order Request (COR)” means a Contractor generated document which describes a change in the scope of Work, including a detailed description, Drawings and Specifications, and a request for changes to costs or time, as necessary, to inform Owner of the nature of the requested change to the Contract.

1.10 “Close-Out Documents” mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavits of payment, releases of liens and claims, and other documents as may be further defined, identified, and required by the Contract Documents.

1.11 “Contract” means the agreement, including all attachments thereto, and all of the Contract Documents between Owner and Contractor.

1.12 “Contract Date” is the date when the agreement between Owner and Contractor becomes effective.

1.13 “Contract Documents” mean those documents identified as a component of the Contract between Owner and Contractor. These may include, but are not limited to: Drawings; Specifications; Uniform General Conditions; Owner’s Special Conditions; Owner’s Design Criteria Package for Design-Build Projects; Guaranteed Maximum Price Proposal executed by Owner and Contractor; all Change Orders; all pre-bid and/or pre-proposal addenda; Owner’s Request for Proposal and/or Request for Qualifications; and Contractor’s response to Owner’s Request for Proposal and/or Request for Qualifications.

1.14 “Contract Duration” means the period between the Effective Date of the Contract and the end of the Warranty Period.

1.15 “Contract Sum” means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.

1.16 “Contract Time” means the period between the start date identified in the Notice to Proceed with construction and the date to achieve Substantial Completion identified in the Notice to Proceed or as subsequently amended by a Change Order.
1.17 "Contractor" means the individual, corporation, limited liability company, partnership, joint
venture, firm, or other entity contracted to perform the Work, regardless of the type of construction
contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-
Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor
as if singular in number but shall be interpreted to include the plural. The term “Contractor” shall
also be inclusive of and apply to Design Professional in these Uniform General Conditions when
the context does not indicate otherwise.

1.18 "Construction Change Directive" means an approved change in the Work issued by the Owner
without the complete agreement of Contractor as to cost and/or time.

1.19 "Construction Documents" mean the Drawings, Specifications, and other documents issued to
build the Project. Construction Documents become part of the Contract Documents when listed in
the Contract or any Change Order.

1.20 "Construction Manager-at-Risk", in accordance with Tex. Education Code §51.782, means a sole
proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction,
rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and
provides consultation to Owner regarding construction during and after the design of the facility.

1.21 "Coordination Documents" means an ongoing process performed by the Contractor that
documents, in a format approved by the Owner, the review of plans and specifications developed
by the Design Professional demonstrating the Contractor understands the scope of the project and
reviews complex interrelationships among project components.

1.22 "Date of Commencement" means the date designated in the Notice to Proceed for Contractor to
commence the Work.

1.23 "Day" means a calendar day unless otherwise specifically stipulated.

1.24 "Design-Build" means a project delivery method in which the detailed design and subsequent
construction is provided through a single contract with a Design-Build Firm. The Design-Build
Project delivery shall be implemented in accordance with Tex. Education Code § 51.780.

1.25 "Design-Build Firm", in accordance with Texas Education Code § 51.780, means a partnership,
corporation, or other legal entity or team that includes an engineer or architect and builder qualified
to engage in building construction in Texas.

1.26 "Design Professional” means a person registered as an architect pursuant to Tex. Occ. Code Ann.,
Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person
licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm
employed by Owner or Design-Build Contractor to provide professional architectural or
engineering services and to exercise overall responsibility for the design of a Project or a significant
portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
1.27 “Drawings” mean that product and set of documents of Design Professional which graphically depicts the Work.

1.28 “Final Completion” means the date determined and certified by Design Professional and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.

1.29 “Final Payment” means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made including adjustments to the final Contract Sum resulting from approved change orders and release of Contractor’s retainage.

1.30 “Float” means the period of time a task can be delayed without delaying Substantial Completion date.

1.31 “Historically Underutilized Business (HUB)” pursuant to Tex. Gov’t Code, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity’s affairs.

1.32 “Longest Path” means the sequence of directly related activities that comprise the longest continuous chain of activities from the start of the first activity to the finish of the last activity. The activities represent critical path plus float plus historical weather days. Each activity in the Longest Path is critical and directly related in that it prevents its successor from being scheduled earlier than it is.

1.33 “Notice to Proceed” means written document furnished by the Owner informing Contractor of the date to commence the Work and the date anticipated for Substantial Completion.

1.34 “Open Item List” means a list of work activities, Punch list items, changes, or other issues not expected by Owner, Design Professional, and Contractor to be complete prior to Substantial Completion.

1.35 “Owner” means the University of North Texas System and/or its component institutions, as a higher education university system and agency of the State of Texas.

1.36 “Owner’s Construction Manager (OCM)” means the individual assigned by the Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The OCM does not have the authority to bind the Owner or direct changes to the scope, cost, or time of the Contract.

1.37 “Owner’s Designated Representative (ODR)” means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.

1.38 “Progress Assessment Report (PAR)” means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).
1.39 “Project” means all activities necessary for realization and completion of Owner’s desired building or other structure including all ancillary and related work. This includes design, contract award(s), execution of the Work itself, fulfillment of all Contract and warranty obligations, and work by Owner’s forces or other contractors.

1.40 “Project Costs” means all costs necessary for the realization and completion of Owner’s desired building or other structure including all ancillary and related work. This includes design, contract award(s), execution of the Work itself, fulfillment of all Contract and warranty obligations, and work by Owner’s forces or other contractors.

1.41 “Proposal Request (PR)” means a document that informs Contractor, Owner, and Design Professional of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor’s pricing for the proposed change.

1.42 “Punch list” means a list of items of Work to be completed or corrected by Contractor before Final Completion, and indicates items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.

1.43 “Reasonably Inferable” means a fair, proper, and moderate conclusion reached by considering all of the facts and deducing a logical conclusion from them.

1.44 “Record Documents” mean the Drawings, Specifications, and other materials maintained by Contractor during construction and as corrected by Design Professional, that documents all addenda, Architect’s Supplemental Instructions, Change Orders, and postings and markings that record the as-built conditions of the Work and all changes made during construction.

1.45 “Request for Information (RFI)” means a written request by Contractor directed to Design Professional and Owner for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work.

1.46 “Samples” mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.

1.47 “Schedule of Values” means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work, submitted by Contractor for approval by Owner and Design Professional.

1.48 “Shop Drawings” mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.

1.49 “Site” means the geographical area of the location of the Work.

1.50 “Special Conditions” mean the documents containing terms and conditions which may be unique to the Work or Project.
1.51 “Specifications” mean the written product of Design Professional that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.

1.52 “Subcontractor” means an individual or entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.

1.53 “Submittal Register” means a list provided by Contractor of all items to be furnished for review and approval by Design Professional and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.

1.54 “Substantial Completion” means the date determined and certified by Contractor, Design Professional, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.

1.55 “Substantial Completion Date” means the required date for substantial completion of the project. The Substantial Completion Date can only be changed by a written change order.

1.56 “Total Float” means the total number of days an activity on the longest path can be delayed without delaying the Substantial Completion Date.

1.57 “Unit Price Work” means the Work or a portion of the Work, paid for based on incremental units of measurement.

1.58 “Work” means the administration, procurement, materials, equipment, construction, and all services necessary for Contractor, and/or its agents, to fulfill Contractor’s obligations under the Contract.

1.59 “Work Progress Schedule” means the continually updated time schedule prepared and monitored by Contractor that coordinates and integrates activities of the Project, including Contractor’s services, Design Professional’s services, the work of other consultants, suppliers, and Owner’s activities with the anticipated construction schedules for other contractors. The Work Progress Schedule accurately indicates all necessary and appropriate revisions, including a Longest Path impact analysis, as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

ARTICLE 2.
WAGE RATES AND OTHER LAWS GOVERNING CONSTRUCTION

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

2.2 **Wage Rates.** Contractor shall, and shall cause subcontractors to, comply with the Texas Prevailing Wage law. Contractor shall pay not less than the wage scale of the various classes of labor as shown on the prevailing wage schedule as established by the United States Department of Labor in accordance with the Davis-Bacon Act, as amended. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by Contractor because Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. When requested, Contractor shall furnish competent evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2.2.1 **Notification to Workers.** Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence Work on the Contract: the worker’s job classification, the established minimum wage rate requirement for that classification, as well as the worker’s actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties.

2.2.1.1 Contractor shall submit a copy of each worker’s wage-rate notification to Owner with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.

2.2.1.2 Pursuant to Tex. Gov’t Code § 2258.024, Contractor shall keep, on site, true and accurate records showing the name and occupation of each worker employed by the Contractor or subcontractors and the actual per diem wages paid to each worker. The record shall be open to inspection by the ODR and their agents at all reasonable hours for the duration of the contract.

2.2.1.3 With each application for progress payment, Contractor shall make available upon request certified payroll records, including from subcontractors of any tier level, on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format, along with copies of any and all Contract Documents between Contractor and any Subcontractor. Pursuant to Tex. Penal Code § 37.02 and 37.10, Employees of Contractor and subcontractors, including all tier levels, shall be subject to prosecution for submitting certified payroll records that contain materially false information.

2.2.1.4 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov’t Code, Chapter 2258. Should Contractor at any time become aware
that a particular skill or trade not reflected on Owner’s prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform Owner of the proposed wage to be paid for the skill along with a justification for same and Owner shall promptly concur with or reject the proposed wage and classification.

2.2.1.5 Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

2.2.1.6 Pursuant to Tex. Labor Code § 214.008, Misclassification of Workers; Penalty. The Owner requires Contractor and all subcontractors properly classify individuals as Employees or Independent Contractors.

2.2.2 Penalty for Violation. Contractor, and any Subcontractor, will pay to the State a penalty of sixty dollars ($60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

2.2.3 Complaints of Violations.

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

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

2.2.3.3 Cooperation with Owner’s Investigation. Contractor shall cooperate with Owner during any investigation hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format; and copies of any and all Contract Documents between Contractor and any Subcontractors.
2.2.3.4 Notification to Owner. In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to Paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.

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

2.4 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Provided, however, if Contractor is a Construction Manager-at-Risk, Contractor shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by Owner or Design Professional; unless Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent then Contractor shall be responsible for such loss unless notice of such information is promptly furnished to Design Professional.

2.5 State Sales and Use Taxes. Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.

2.6 Antiquities. Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the OCM and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner’s property shall remain property of State of Texas. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on the Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor’s cost of, or time required for, performance of the Work, Contractor may file with the Owner a Notice of Claim as described in § 21.1.2.2.

2.7 Franchise Tax Status. Upon request, the Contractor agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.
2.8 **Conflicts of Interest.** Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors, sub-consultants or others for whom they may be liable, to secure preferential treatment.

---

**ARTICLE 3. GENERAL RESPONSIBILITIES OF OWNER**

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

3.2 **Owner’s Construction Manager (OCM).** Prior to the start of construction, Owner will identify its OCM, who has the express authority to act on behalf of the Owner to the extent and for the purposes described in the Contract, including responsibilities for general administration of the Contract.

3.2.1 **Point of Contact.** Unless otherwise specifically defined elsewhere in the Contract Documents, OCM is the single point of contact between Owner and Contractor. Notice to OCM, unless otherwise noted, constitutes notice to Owner under the Contract.

3.2.2 **Directives.** All directives on behalf of Owner will be conveyed to Contractor and Design Professional by OCM in writing.

3.3 **Owner Supplied Materials and Information.**

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

3.3.2 **Drawings and Specifications.** Owner will furnish or cause to be furnished, free of charge, the number of complete sets, paper or electronic, of the Drawings, Specifications, and addenda as provided in the Contract.

3.3.3 **Other Information.** Owner will provide information, equipment, or services under Owner’s control to Contractor with reasonable promptness.

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

3.5 Limitation on Owner’s Duties.

3.5.1 No Control. Owner will not supervise, direct, control or have authority over, or be responsible for Contractor’s means, methods, technologies, sequences, or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.4, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers, or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.

3.5.2 No Contravention of Design Professional. Owner will not take any action in contravention of a design decision made by Design Professional in preparation of the Contract Documents, when such actions are in conflict with statutes under which Design Professional is licensed for the protection of the public health and safety.

ARTICLE 4.
GENERAL RESPONSIBILITIES OF DESIGN PROFESSIONAL

4.1 Role of Design Professional. Unless specified otherwise in the Contract between Owner and Contractor, in addition to design services Design Professional shall provide general administration services for Owner during the construction phase of the project. Written correspondence, RFIs, and Shop Drawings/submittals shall be directed to Design Professional for determination and action. Design Professional has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by OCM, upon request.

4.2 Site Visits. Design Professional will make visits to the Site at intervals as provided in the Design Professional’s Contract with Owner, to observe the progress and the quality of the various aspects of Contractor’s executed Work and report findings to OCM.

4.3 Inspections. Design Professional has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

4.4 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Such clarifications or interpretations will be provided by Design Professional consistent with the intent of the Contract Documents. Design Professional will issue these clarifications with reasonable promptness to Contractor as Design Professional’s
supplemental instruction ("ASI") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 14.

4.5 Limitations on Design Professional Authority. Design Professional is not responsible for:

- Contractor’s means, methods, techniques, sequences, procedures, safety, or programs incident to the Work, nor will Design Professional supervise, direct, control, or have authority over the same;
- The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;
- Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents; or
- Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 5.
GENERAL RESPONSIBILITIES OF CONTRACTOR

5.1 Contractor’s General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination, procedures and protection of the installed work as part of the contract until Substantial Completion of the project. Contractor remains responsible for the care and protection of materials and Work in the areas where Punch list items are completed until Final Completion.

5.1.1 Site Visit. Contractor shall visit the Site before commencing the Work and become familiar with local conditions such as the location, accessibility and general character of the Site and/or building.

5.2 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of Design Professional and OCM in accordance with these Uniform General Conditions and other provisions of the Contract, and as outlined in the pre-construction conference. Contractor’s Project Administration includes periodic daily reporting on weather, work progress, labor, materials, equipment, obstruction to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.

5.2.1 Contractor’s Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the Work. Contractor’s management personnel are subject to the approval of OCM, and shall be removed and replaced at the request of OCM. Contractor shall not
change approved staff during the course of the Project without the written approval of OCM unless the staff member leaves the employment of Contractor in which case Contractor shall notify OCM and appoint an approved replacement as soon as reasonably possible. Contractor shall provide additional quality control, safety, and other staff as may be stated in the Contract Documents or as may be necessary or advisable for completion of the Work.

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

5.2.3 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection, and completion of the Work. The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even if not particularly specified or indicated in the Contract Documents.

5.2.4 No Substitutions without Approval. Contractor may make substitutions only with the consent of the Owner, after evaluation and recommendation by the Design Professional and in accordance with a Change Order.

5.3 Owner Equipment or Material. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor will be responsible for any damage or loss.

5.4 Non-Compliant Work. Should Design Professional and/or OCM identify Work as noncompliant with the Contract Documents, Design Professional and/or OCM shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either Design Professional or OCM does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.

5.5 Subcontractors. Contractor shall not employ any Subcontractor, supplier, or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor’s intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier, or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.

5.5.1 Contract Documents. All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.

5.5.2 Scheduling. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers, and other persons and organizations performing or
furnishing any of the Work under a direct or indirect contract or subcontract with Contractor. Contractor shall require all Subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner’s request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.

5.6 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements, or alternative resolution processes, except as Owner and Contractor may agree in writing.

5.7 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.

5.8 Acts and Omissions of Contractor, its Subcontractors, and Employees. Contractor shall be responsible for acts and omissions of its employees and its Subcontractors and their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor’s or its Subcontractor’s employees or agents whom OCM finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.

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

- All Contractor operations, including storage of materials and employee parking upon the Site of Work, shall be confined to areas designated by OCM.
- Contractor may erect, at its own expense, temporary buildings that will remain its property. Contractor will remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.
- Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by OCM. Contractor will not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures, and other like existing improvements to prevent damage and will repair any damage thereto at the expense of Contractor.
- Owner may restrict Contractor’s entry to the Site to specifically assigned entrances and routes.
5.10 **Off-Site Storage.** With prior approval by Owner and in the event Contractor elects to store materials at an off-site location, Contractor must abide by the following conditions, unless otherwise agreed to in writing by Owner:

- Store materials in a commercial warehouse meeting the criteria stated below.
- Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance must be filed with Owner’s representative.
- Inspection by Owner’s representative is allowed at any time. OCM must be satisfied with the security, control, maintenance, and preservation measures.
- Materials for this Project must be physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.
- Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
- With each monthly payment estimate, Contractor must submit a report to OCM and Design Professional listing the quantities of materials already paid for and still stored in the off-site location.
- Contractor must make warehouse records, receipts, and invoices available to Owner’s representatives, upon request, to verify the quantities and their disposition.
- In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner’s agents in place or at a location near the jobsite as directed by OCM. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

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

5.11.1 **Continuation of Contract.** Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by Amendment or Change Order.

5.11.2 **Cooperation.** Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site, integration of activities within Contractor’s Work Progress Schedule and Project information as requested.

5.11.3 **Reimbursement.** Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work, or defective construction by a separate contractor.
ARTICLE 6.
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

6.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov’t Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).

6.1.1 Good Faith Effort.

6.1.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State’s policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic, and gender neutral means.

6.1.1.2 A Contractor who contracts with the State in an amount of $100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.

6.2 Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:

- Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.
- Conduct the good-faith effort activities required, and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.
- Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.
- Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.
- Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor’s performance of the HUB subcontracting plan.
- Submit monthly Progress Assessment Reports (PAR) to Owner, verifying compliance with the HUB subcontracting plan, including the use/expenditures made to Subcontractors. (The PAR is available at the following link: http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.)
• Promptly and accurately explain and provide supplemental information to Owner to assist in Owner’s investigation of Contractor’s good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).

6.3 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

ARTICLE 7.
BONDS

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

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

7.2.1 Performance Bonds. A Performance bond is required if the Contract Sum is in excess of $100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. For Design-Build Projects the performance bond is to be for the full amount of both the construction and design services in accordance with the Contract Documents. The form of the bond shall be approved by Owner. The performance bond shall be effective through Contractor’s warranty period.

7.2.2 Payment Bonds. A Payment bond is required if the Contract Sum is in excess of $25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. For Design-Build Projects the payment bond is to be for the full amount of both the construction and design services in accordance with the Contract Documents. The form of the bond shall be approved by Owner.

7.2.3 When Bonds Are Due. Payment and performance bonds are due before Contractor commences any Work.

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

7.3 Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov’t Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS COMPONENT INSTITUTIONS, REGENTS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, FROM AND AGAINST ANY COSTS, LOSSES, OBLIGATIONS, OR LIABILITIES IT INCURS AS A RESULT.

7.3.1 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov’t Code § 2253.026.

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

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

7.5 Sureties. A surety shall be listed on the US Department of the Treasury’s Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on federal bonds and acceptable reinsuring companies (FMS Circular 570). The Owner will consider acceptable any corporate surety which is qualified under this paragraph and which has a rating of at least B in Best's Insurance Reports – Property – Casualty.

7.6 Bond Costs. The costs of bonds are a pass through amount to the Owner. No markup amounts are to be included and documentation of bond costs are required in requests for payment. Any costs associated with subcontractor bonds or SubGuard-related items are not paid by the Owner in General Conditions or Cost of Work.
ARTICLE 8.
INDEMNITY AND INSURANCE

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

8.1.1 **No Third-Party Beneficiaries.** The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8.1.2 **Notice.** Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor known to Contractor related to or arising out of Contractor’s activities under this Contract.

8.1.3 The indemnity provisions shall survive the termination of this Agreement regardless of the reason for termination

8.2 **Insurance Requirements.** Design Professional shall carry insurance in the types and amounts indicated in the Contract for the duration of the Contract. Unless otherwise provide for in the Contract, Contractor shall carry insurance in the types and amounts indicated in these Uniform General Conditions for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Upon request, Owner and its agents shall be entitled to receive, without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.
8.2.1 **Period of Coverage.** Contractor, consistent with its status as an independent contractor, shall provide and maintain all insurance coverages with the minimum amounts described below until the end of the warranty period unless expressly agreed otherwise. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 17.

8.2.2 **Certificates.** Contractor shall deliver to Owner true and complete copies of certificates and corresponding policy endorsements prior to the issuance of any Notice to Proceed.

8.2.3 **Failure to Provide Certificates.** Failure of Owner to demand such certificates or other evidence of Contractor’s full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

8.2.4 **Contractor’s Liability.** The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

8.2.5 **Insurance Limits.** The insurance coverage and limits established herein shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

8.2.6 **Insurers.** Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

8.3 **Insurance Coverage Required.**

8.3.1 **Workers’ Compensation Insurance.** Coverage with limits as required by the Texas Workers’ Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, and Employer’s Liability Insurance of not less than:

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

Workers’ compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44), and requirements specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

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

8.3.2 **Commercial General Liability Insurance.** Coverage including premises, operations, independent contractor’s liability, products, and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor’s (or Subcontractor’s) liability for bodily injury (including death) and property damage with a minimum limit of:
• $1,000,000 per occurrence;
• $2,000,000 general aggregate;
• $5,000 Medical Expense each person;
• $1,000,000 Personal Injury and Advertising Liability;
• $2,000,000 products and completed operations aggregate;
• $50,000 Damage to Premises Rented by You; and
• Coverage shall be on an “occurrence” basis.
• The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.
• If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

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

• The combined single limit for bodily injury and property damage will be a minimum of $1,000,000 per occurrence.
• Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.
• Employer’s liability limits for asbestos abatement will be:
  • $1,000,000 each accident;
  • $1,000,000 disease each employee; and
  • $1,000,000 disease policy limit.

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

• Such insurance is to include coverage for loading and unloading hazards.
• Contractor, or any subcontractor of Contractor, responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include an MCS 90 endorsement with a $5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.
8.3.5 **All-Risk Builder’s Risk Insurance.** Coverage shall be all-risk (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment), including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder’s risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

- This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
- This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.
- Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.
- For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary or Special Conditions for possible additional builder’s risk insurance requirements.
- For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.
- For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.
- For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.
- Builder’s risk insurance policy shall remain in effect until Substantial Completion.
- If this Contract is for asbestos abatement only, the foregoing All-Risk Builder’s Risk or All-Risk Installation Floater is not required.

8.3.6 **“Umbrella” Liability Insurance.** Coverage during the Contract term, insuring Contractor (or Subcontractor) that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverage required above. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

- “Umbrella” Liability Insurance coverage shall be for the following Contract amounts in the corresponding coverage amounts:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $1,000,000</td>
<td>No Umbrella</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 up to &lt; $3,000,000</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>$3,000,000 up to &lt; $5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>$5,000,000 or greater</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>
8.4 **Policy Requirements.** Policies must include the following clauses, as applicable:

- This insurance shall not be suspended, voided, canceled, materially changed, or non-renewed except after thirty (30) days, or ten (10) days for non-payment of premium, written notice has been given to Owner.
- It is agreed that Contractor’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Contract with Owner.
- Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under the Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers’ compensation policies.
- A waiver of subrogation in favor of Owner shall be provided in all policies.
- If Owner is damaged by the failure of Contractor (or Subcontractor) to maintain insurance as required herein and/or as further described in Owner’s Special Conditions, then Contractor shall bear all reasonable costs properly attributable to that failure.

8.5 **Subcontractor Insurance Coverage.** WITHOUT LIMITING ANY OF THE OTHER OBLIGATIONS OR LIABILITIES OF CONTRACTOR, CONTRACTOR SHALL REQUIRE EACH SUBCONTRACTOR PERFORMING WORK UNDER THE CONTRACT TO MAINTAIN DURING THE TERM OF THE CONTRACT, THE SAME STIPULATED MINIMUM INSURANCE INCLUDING THE REQUIRED PROVISIONS AND ADDITIONAL POLICY CONDITIONS AS SHOWN ABOVE. AS AN ALTERNATIVE, CONTRACTOR MAY INCLUDE ITS SUBCONTRACTORS AS ADDITIONAL INSURED ON ITS OWN COVERAGE AS PRESCRIBED UNDER THESE REQUIREMENTS. CONTRACTOR’S CERTIFICATE OF INSURANCE SHALL NOTE IN SUCH EVENT THAT SUBCONTRACTORS ARE INCLUDED AS ADDITIONAL INSURED AND THAT CONTRACTOR AGREES TO PROVIDE WORKERS’ COMPENSATION FOR SUBCONTRACTORS AND THEIR EMPLOYEES. CONTRACTOR SHALL OBTAIN AND MONITOR THE CERTIFICATES OF INSURANCE FROM EACH SUBCONTRACTOR IN ORDER TO ASSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS. CONTRACTOR MUST RETAIN THE CERTIFICATES OF INSURANCE FOR THE DURATION OF THE CONTRACT PLUS FIVE (5) YEARS AND SHALL HAVE THE RESPONSIBILITY OF ENFORCING THESE INSURANCE REQUIREMENTS AMONG ITS SUBCONTRACTORS. OWNER SHALL BE ENTITLED, UPON REQUEST AND WITHOUT EXPESE, TO RECEIVE COPIES OF THESE CERTIFICATES.

**Construction Documents, Coordination Documents, and Record Documents**
9.1 **Drawings and Specifications.**

9.1.1 **Copies Furnished.** Design Professional will furnish, free of charge, the number of complete sets of Drawings, Specifications, and addenda as provided in the Contract. Contractor will be furnished, free of charge, the number of complete sets of Drawings, Specifications, and addenda as provided in the Contract. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.

9.1.2 **Ownership of Drawings and Specifications.** All Drawings, Specifications and copies thereof furnished by Design Professional shall be property of the Owner. These documents are not to be used by the Design Professional on any other project. Owner may use the Contract record set and electronic versions as needed for warranty operations or future renovations or additions without written approval of the Design Professional. All additional or confirmatory land survey field notes, sketches and related data, and additional or confirmatory soils engineering or investigations, samples, calculations, test results, and reports, for which Owner has paid for such direct services, shall be the sole property of Owner.

9.2 **Interrelation of Documents.** The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.

9.3 **Resolution of Conflicts in Documents.** Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders or other written, signed amendments or addenda; (b) the Contract; (c) Uniform General Conditions; (d) Drawings; (e) Specifications (but Specifications shall control over Drawings as to quality of materials); and (f) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify Design Professional and Owner for resolution of the issue prior to executing the Work in question.

9.4 **Contractor’s Duty to Review Contract Documents.** In order to facilitate Contractor’s responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, Contractor shall, prior to commencing the Work, examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor, and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the design phase and construction phase prior to commencing each particular work activity and/or system installation. Updated Coordination Documents shall be provided to the Owner and Design Professional monthly.

9.5 **Discrepancies and Omissions in Drawings and Specifications.** Contractor shall immediately report to OCM and to Design Professional the discovery of any discrepancy, error, omission, or inconsistency in the Contract Documents prior to execution of the Work. When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with Design Professional for discovery and resolution of discrepancies, errors, omissions, and inconsistencies in the
Contract Documents. In such case, Contractor’s responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.

9.5.1 **Design-Build Firm.** It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm. When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.

9.5.2 **Construction Manager-at-Risk Examination and Reporting.** When performing as a Construction Manager-at-Risk, Contractor has no liability for discrepancies, errors, omissions, or inconsistencies unless Contractor fails to immediately report in writing a discovered or apparent discrepancy, error, omission, or inconsistency to OCM and Design Professional. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

9.5.3 **Other Limitations.** Unless Contractor is performing as a Design-Build Firm or a Construction Manager-at-Risk, Contractor’s examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations.

9.6 **No Warranty or Representation by Owner.** Owner makes no representations, express or implied, about the adequacy or accuracy of the Drawings, Specifications, or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any implied warranty that the Construction Documents are adequate, accurate, or suitable for their intended use.

9.7 **Requirements for Record Documents.**

9.7.1 **Contractor shall:**

9.7.1.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, Change Orders, and all Project correspondence and one record copy of approved Shop Drawings, Samples, and similar required submittals.

9.7.1.2 Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work, and show and reference all changes made during construction. Provide Owner and Design Professional access to these documents.

9.7.1.3 Keep current and maintain the record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order, or otherwise. Make available all records prescribed herein for reference and examination by Owner and Design Professional, and their representatives and agents.
9.7.1.4 Be responsible for marking the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. During construction, update the Record Documents, including all related RFI’s, ASI’s CCD’s, and CO’s, at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.

9.7.1.5 Within thirty (30) days of Substantial Completion, Contractor shall furnish the Design Professional a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items, and as described in the Contract Documents. A complete set must be provided to the Design Professional within seven (7) days of Final Completion.

9.7.2 Design Professional shall:

9.7.2.1 In coordination with Contractor, shall update Record Documents to accurately depict progress of the Work and “as-built” condition of the Project.

9.7.2.2 Be responsible for updating the Record Documents for any addenda, Change Orders, Design Professional supplemental instructions, and any other alterations to the Contract Documents generated by Design Professional or Owner. Design Professional shall provide Owner with an electronic copy of the Auto-CADD files, BIM files, and Record Documents in both native format and a reproducible format within thirty (30) days following Final Completion.

9.7.2.3 Upon final completion and as a condition of final payment, once Record Documents are determined acceptable by OCM and with input from the Contractor, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents incorporating all of the above requirements, unless required otherwise.

ARTICLE 10.
CONSTRUCTION SAFETY

10.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce, and comply with all requirements of Public Law No. 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to OCM and Design Professional prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety
of persons or property to protect them from damage, injury, or loss and erect and maintain all necessary safeguards for such safety and protection.

10.2 Notices. Contractor shall provide notices as follows:

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

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

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

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

10.3.2 Notice.

10.3.2.1 Give OCM and Design Professional prompt notice of all such events.

10.3.2.2 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within twenty-four (24) hours of the emergency response event.

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

10.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify OCM and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care. Contractor shall:

10.4.1 Documentation. Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.

10.4.2 Incident Report. Supply OCM and Design Professional with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the
scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide OCM with written notification within one (1) week of such catastrophic event if legal counsel delays submission of full report.

10.5 **Environmental Safety.** Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify OCM immediately.

10.5.1 **Subcontractors.** Contractor shall bind all Subcontractors to the same duty.

10.5.2 **Owner.** Upon receiving such notice, OCM will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, OCM will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

10.5.2.1 Owner may hire third-party Contractors to perform any or all such steps.

10.5.2.2 Should compliance with OCM’s instructions result in an increase in Contractor’s cost of performance or delay the Work, upon Contractor’s submission of substantiated costs or an updated Work Progress Schedule and substantiated critical path analysis, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and issue a Change Order accordingly.

10.6 **Trenching Plan.** When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker’s upper body being positioned below grade level, Contractor is required to submit a trenching plan to OCM prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

**ARTICLE 11. QUALITY CONTROL**

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

11.2 Testing.

11.2.1 Owner. Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents.

11.2.2 Contractor shall provide the following testing:

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

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

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

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

11.2.3 Standards. All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to OCM, Design Professional, and Contractor.

11.2.4 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:

11.2.4.1 Contractor selection and submission of the laboratory for Owner acceptance.

11.2.4.2 Acceptance by Owner of the quality and nature of tests.

11.2.4.3 All tests taken in the presence of Design Professional and/or OCM, or their representatives.

11.2.4.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.

11.2.4.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.
11.2.4.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which OCM determines appropriate, including complete removal and replacement of noncompliant work or material.

11.2.5 **Notice of Testing.** Contractor shall give OCM and Design Professional timely notice of its readiness and the date arranged so OCM and Design Professional may observe such inspection, testing, or approval.

11.2.6 **Test Samples.** Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with the Work Progress Schedule to avoid delay.

11.2.7 **Covering Up Work.** If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by OCM, uncover and recover the work at Contractor’s expense.

11.3 **Submittals.**

11.3.1 **Contractor’s Submittals.** Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by Design Professional and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor’s stamp will be returned without review or comment, and any delay resulting from failure is Contractor’s responsibility.

11.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to OCM and Design Professional, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by Design Professional and Owner. The list shall include Shop Drawings, manufacturer literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

11.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor’s scheduled dates for submitting the item along with the requested dates for approval answers from Design Professional and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor’s Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor’s submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by Design Professional and OCM for review and approval. If re-submittal required, allow a minimum of an additional seven (7) days for review. Submit the updated Submittal Register with each request for progress.
payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

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

11.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

11.3.2 Review of Submittals. Design Professional and OCM review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor informs Design Professional and OCM of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner’s written specific approval of the particular deviation.

11.3.3 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to Design Professional and OCM, when applicable, to any new revisions other than the corrections requested on previous submissions.

11.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 11.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 11.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. Design Professional’s and OCM’s review, if any, does not relieve Contractor from responsibility
for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

11.3.5 **No Substitutions without Approval.** OCM and Design Professional may receive and consider Contractor’s request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, OCM and Design Professional will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor’s request for a substitution may be considered by OCM and Design Professional when:

11.3.5.1 The Contract Documents do not require extensive revisions; and

11.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of Design Professional and do not result in an increase in cost to Owner; and

11.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:

- Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;
- The request directly relates to an “or-equal” clause or similar language in the Contract Documents;
- The request directly relates to a “product design standard” or “performance standard” clause in the Contract Documents;
- The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;
- The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and OCM can approve the requested substitution;
- Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;
- Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or
- The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.
• The manufacture of the specified product has been removed from production due to cancellation or obsolescence.

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

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

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

11.4.2 No Incorporation Unless Approved. Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to OCM. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

11.4.3 Schedule. Contractor shall include field mock-ups in their Work Progress Schedule and shall notify OCM and Design Professional of readiness for review sufficiently in advance to coordinate review without delay.

11.5 Inspection During Construction. Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner or Design Professional and their agents. Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and Design Professional and their agents an opportunity to perform an inspection of the Work.

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

11.5.2 Owner’s Self Help. Should Contractor be unable to perform corrective work without impacting the overall WPS, Owner reserves the right to hire a separate Contractor to complete the correction. The cost of the correction performed by separate Contractor will be charged back to Contractor.

11.5.3 Notice. Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to OCM of the anticipated need for an inspection so that Contractor may proceed with cover-up of Work. Should OCM fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.
ARTICLE 12.
CONSTRUCTION SCHEDULES

12.1 **Contract Time.** **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be responsible for Owner’s additional inspection, project management, and maintenance cost to the extent caused by Contractor’s failure to achieve Final Completion.

12.2 **Notice to Proceed.** Owner will issue a Notice to Proceed which shall state the dates for commencing Work and for achieving Substantial Completion of the Work.

12.3 **Work Progress Schedule.** Refer to Division 1 of the Specifications for additional schedule requirements. Contractor shall submit for review and approval a Construction Baseline Schedule to Owner and Design Professional no later than twenty-one (21) days after the effective date of the Notice to Proceed with construction. The Construction Baseline Schedule shall indicate the dates for starting and completing the various aspects required to complete the work and shall utilize the Longest Path Method with fully editable logic. The schedule shall include mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all Work. This Baseline Schedule shall become the comparison to the actual conditions throughout the Contract duration and become a part of the Work Progress Schedule (WPS). Contractor shall coordinate and integrate the Work Progress Schedule with the services and activities of Owner, Contractor, Design Professional, other consultants/suppliers, subcontractors and the requirements of governmental entities.

This section applies to construction phase Work Progress Schedules. Requirements for design phase scheduling for Construction Manager-at-Risk and Design Build contracts are outlined in the specific agreements.

12.3.1 **Work Progress Schedule Updates.**

12.3.1.1 Contractor shall update the Work Progress Schedule and the Submittal Register weekly during the Owner/Architect/Contractor (OAC) meetings, at a minimum, to reflect progress to date and current plans for completing the Work, while maintaining the Baseline Schedule, and shall submit electronic and paper copies of the update to Design Professional and OCM as directed but at a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule.

12.3.1.2 Contractor should revise the Work Progress Schedule as necessary or appropriate for the management of the Work. All updated Work Progress
Schedules must show the anticipated date of completion and reflect all extensions of time granted through Change Order as of the date of the update.

12.3.1.3 Contractor shall identify all proposed changes to schedule logic to Owner and to Design Professional via an executive summary accompanying the updated Work Progress Schedule for review and approval prior to implementation of any revisions to the Work Progress Schedule. Schedule changes that materially impact Owner’s operations shall be communicated within forty-eight (48) hours to OCM.

12.3.1.4 The Work Progress Schedule constitutes Contractor’s representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

12.3.2 Use of Work Progress Schedules. The Work Progress Schedule is for Contractor’s use in managing the Work and submittal of the Work Progress Schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning and completing the Work.

12.3.2.1 Owner will coordinate its own activities with Contractor’s activities as shown on the Work Progress Schedule.

12.3.2.2 Owner’s review of the Work Progress Schedule, or update or revision, does not indicate any approval of Contractor’s proposed sequences and duration.

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

12.3.2.4 Contractor’s scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

12.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten percent (10%) total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party. Before Contractor uses any portion of the float, Contractor must submit a written request to Owner and receive Owner’s written authorization to use the portion of float. Owner’s approval will not unreasonably be withheld.

12.5 Completion of Work. Contractor is responsible and accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.
12.5.1 **Owner’s Self Help.** Should Contractor be unable to complete portion of Work, Owner may hire separate Contractor to complete these items. The cost to complete this Work will be charged back to Contractor.

12.5.2 **Requirement to Regain Schedule.** If, in the judgment of Owner, the Work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of Work placement by:

12.5.2.1 An increase in working forces.

12.5.2.2 An increase in equipment or tools.

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

12.5.2.4 Expedited delivery of materials.

12.5.2.5 Other action proposed if acceptable to Owner.

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

12.5.4 **Owner’s Notice Not Acceleration.** Owner’s notice to Contractor shall not be considered acceleration by Owner and Owner shall not be responsible for any increased costs incurred by Contractor.

12.6 **Modification of the Contract Time.** Delays and extensions of Contract Time are valid only if properly noticed and documented by Change Order.

12.6.1 **Extension Request.** When a delay is an Excusable Delay, and such delay prevents Contractor from completing the Work within the Contract Time, Contractor may be granted an extension of Contract Time. Owner will extend Contract Time by the number of days lost due to Excusable Delay, as measured by a substantiated critical path analysis of the Work Progress Schedule; provided, however, in no event will an extension of Contract Time be granted for delays that merely extend the duration of non-critical activities, or concurrent delay or which only consume float. All extensions of Contract Time will be granted in calendar days.

12.6.2 **Weather Day.** “Weather Days” means days contained in the Baseline Schedule that are reasonably foreseeable adverse weather conditions and will not constitute an Excusable Delay. For purposes of the Agreement, “reasonably foreseeable adverse weather
conditions” means weather conditions in keeping with the historical average listed by the National Oceanic and Atmospheric Administration on its website, www.noaa. When a Weather Day prevents critical path activities at the site from proceeding, Contractor shall: (a) immediately notify OCM for confirmation of the conditions and provide a detailed list of critical path activities impacted; and (b) at the end of each calendar month, submit to OCM and Design Professional a list of Weather Days occurring in that month along with documentation of the impact on critical path activities. Based on substantiated critical path analysis to the Work Progress Schedule, Owner will issue a Weather Day Confirmation for any Contract Time extension to be documented by Change Order.

12.6.3 **Excusable Delay.** An “Excusable Delay” is a delay to Contractor’s current schedule caused by circumstances listed below that prevents Contractor from completing the Work within the Contract Time. Based on substantiated critical path analysis to the Work Progress Schedule, any Contract Time extension will be issued by Change Order. Excusable Delay may be caused by the following:

12.6.3.1 Discrepancies, errors, omissions, and inconsistencies in design, which Design Professional corrects by means of changes in the Drawings and Specifications; provided, however, that this does not apply if (a) Contractor is a Design-Build Firm, or (b) Contractor is a Construction Manager-at-Risk and failed to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency during the pre-construction phase.

12.6.3.2 Unanticipated physical conditions at the Site, which Design Professional corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

12.6.3.3 Changes in the Work that delay activities identified in Contractor’s Work Progress Schedule as “critical” to completion of the entire Work, if such changes are directed by ODR or recommended by Design Professional and directed by ODR.

12.6.3.4 Suspension of Work for unexpected natural events, civil unrest, strikes or other events which are not within the reasonable control of Contractor.

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

12.7 **No Damages for Weather Days.** An extension of Contract Time shall be the sole remedy of Contractor for delays in performance of the Work due to Weather Days, and Contractor shall not be entitled to any compensation or recovery of any direct or indirect costs or damages.

12.8 **Costs for Excusable Delay.** In the event that Contractor incurs additional direct costs because of an Excusable Delay (other than described in Subsection 12.6.3.4) within the reasonable control of Owner, in addition to an extension of Contract Time the Contract Sum will be equitably adjusted by Owner pursuant to the provisions of Article 14.
12.9 **No Damages for Other Delay.** Except for direct costs for Excusable Delay as provided above, Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, whether or not such delays are foreseeable, except for delays caused solely by acts of Owner that constitute intentional interference with Contractor’s performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such interference. For delays caused by any act other than the sole intentional interference of Owner that continues after notice, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, direct and indirect costs, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages. Owner’s exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor’s performance of the Work regardless of the extent or frequency of Owner’s exercise of such rights or remedies.

12.10 **Concurrent Delay.** Notwithstanding anything herein to the contrary, when the completion of the Work is simultaneously delayed by a Weather Day or an Excusable Delay and a delay arising from a cause not designated as excusable, Contractor will not be entitled to an extension of Contract Time for the period of concurrent delay.

12.11 **Time Extension Requests for Changes to the Work or Excusable Delay.** Extensions to Contract Time requested in association with changes to the Work directed or requested by Owner shall be included with Contractor’s proposed costs for such change. If Contractor believes that the completion of the Work is delayed by Excusable Delay, Contractor shall give OCM written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the Excusable Delay. Contractor shall provide sufficient written evidence to document the Excusable Delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time should be made in numbers of whole or half days.

12.11.1 **Content of Request.** Within ten (10) days after the cessation of the Excusable Delay, Contractor shall formalize in writing its request for extension of Contract Time to include substantiation of the excusable nature of the delay and a complete analysis of impact to critical path activities. Based on substantiated critical path analysis to the Work Progress Schedule, any Contract Time extension granted will be issued by Change Order.

12.11.2 **No Release.** No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

12.11.3 **Longest Path Analysis.** Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on completion of the Work and Contract Time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:
12.11.3.1 The nature of the delay and its cause due to a change in the Work or an Excusable Delay and the basis of Contractor’s claim of entitlement to an extension of Contract Time.

12.11.3.2 Documentation of the actual impacts of the claimed delay on the Longest Path in Contractor’s Work Progress Schedule, and any concurrent delays.

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

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

12.11.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

12.11.4.2 Owner will respond to each properly submitted Time Extension Request within a reasonable time following receipt. If Owner does not have enough information to make a determination or cannot reasonably make a determination within forty-five (45) days, Owner will notify Contractor in writing.

12.12 Failure to Complete Work in the Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor’s failure to achieve substantial completion by the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in Section 12.13 below or elsewhere in the Contract Documents.

12.13 Liquidated Damages. Unless otherwise stated in the Contract, for each consecutive calendar day beyond the Contract Time that Substantial Completion of the Work is not achieved, Contractor shall pay Owner, within ten (10) days following written demand, an amount determined by the following schedule:

<table>
<thead>
<tr>
<th>Project Cost</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>$&lt; 1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>$25,000,000</td>
<td>$50,000,000</td>
</tr>
<tr>
<td>$50,000,000</td>
<td>$75,000,000</td>
</tr>
<tr>
<td>$75,000,000</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>$&gt; 100,000,000</td>
<td></td>
</tr>
</tbody>
</table>
12.13.2 **Reasonable Estimate.** Not as a penalty but as liquidated damages representing the parties’ estimate at the time of Contract execution of the damages that Owner will sustain for late Substantial Completion of Work. The parties stipulate and agree that the actual damages sustained by Owner for late Substantial Completion of the Work will be uncertain and difficult to ascertain, that calculating Owner’s actual damages would be impractical, unduly burdensome, and cause unnecessary delay, and that the amount of daily liquidated damages set forth above is a reasonable estimate.

12.13.3 **Offset.** Owner may also recover the liquidated damages from any money due or that becomes due Contractor. The amount of liquidated damages may be adjusted by the terms of the Contract.

12.13.4 **No Waiver.** Payment or offset of the liquidated damages does not preclude recovery under the Contract, except for claims related to delays in Substantial Completion or Final Completion. Owner’s right to receive liquidated damages shall not affect Owner’s right to terminate the Contract as provided in these Uniform General Conditions or elsewhere in the Contract Documents, nor shall termination of the Contract release Contractor from the obligation to pay liquidated damages.

**ARTICLE 13. PAYMENTS**

13.1 **Job Order Contracts.** Contractor shall submit to OCM pricing based on the **regional** RS Means or Gordian Group pricing. The Job Order may be a fixed price, lump-sum contract based on unit pricing applied to estimated quantities or unit price order based on the quantities and line items delivered and the coefficient applied to the work items.

13.2 **Schedule of Values (utilized in CMAR and GCA).** Contractor shall submit to OCM and Design Professional for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to OCM. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

13.2.1 **Requirements.**

13.2.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by OCM, and submitted not less than twenty-one (21) days after the effective date of the Notice to Proceed. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for General Conditions, costs for preparing Close-Out Documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract Sum. As appropriate, assign each item labor and/or material
values, the subtotal thereof equaling the value of the Work in place when complete.

13.2.1.2 Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, General Conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.

13.2.1.3 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal, and shall make the worksheets available to Owner at the time of Contract execution. Thereafter, Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one (1) year after final payment.

13.3 Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by Owner or its designee of a correct and complete Pay Application in electronic and/or hard copy format as required by the Contract Documents, and certified by Design Professional. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

13.3.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to Design Professional and OCM a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

13.3.1.1 Contractor’s estimate of the amount of Work performed, labor furnished, and materials incorporated into the Work, using the established Schedule of Values;

13.3.1.2 An updated Work Progress Schedule reflecting progress of Work, including the executive summary and all required schedule reports. The progress of Work shall be the same progress as payment request;

13.3.1.3 HUB subcontracting plan Progress Assessment Report;

13.3.1.4 Reimbursable expenses incurred solely and directly in support of the Project within one of the following categories:

- Travel expenditures at State of Texas reimbursement rates, provided that reimbursement will not be granted for travel 1) within the Denton-Dallas-Fort Worth area or 2) involving less than 150 miles round-trip; or
• Reproductions, printing, printing supplies, plotting, photographs, renderings, postage, binding, collating, delivery and handling of reports; Drawings and Specifications or other project-related work product other than that used solely in-house by Contractor at actual expense incurred; or

• Fees and associated reimbursable expenses paid to Consultants hired in accordance with prior written approval from Owner.

• Expenses excluded from reimbursement include telephone charges, FAX services, alcoholic beverages, laundry service, valet service, entertainment expenses and any non-Project related items.

• Reimbursement of tips shall not exceed fifteen percent (15%).

13.3.1.5 Such additional documentation as Owner may require in the Contract Documents; and

13.3.1.6 Construction payment affidavit.

13.3.2 Contractor’s Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, Design Professional and OCM will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, OCM and Design Professional may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by Design Professional and/or OCM, and must attach all additional documentation required by OCM and/or Design Professional, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work, and other indebtedness connected with Contractor’s Application for Payment are paid or will be paid within the time specified in Tex. Gov’t Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor’s affidavit.

13.3.3 Certification by Design Professional. Within five (5) days or earlier following Design Professional’s receipt of Contractor’s formal Application for Payment, Design Professional will review the Application for Payment for completeness, and forward it to OCM. Design Professional will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.

13.4 Owner’s Duty to Pay. Owner has no duty to pay the Contractor except on receipt by OCM of: (a) a complete Application for Payment certified by Design Professional; and (b) Contractor’s updated Work Progress Schedule.
13.4.1 **Stored Materials.** Payment for stored materials and/or equipment confirmed by Owner and Design Professional to be on-site or otherwise properly stored is limited to eighty-five percent (85%) of the invoice price or eighty-five percent (85%) of the scheduled value for the materials or equipment, whichever is less.

13.4.2 **Retainage.** Owner will withhold from each progress payment, as retainage, whichever is more of the following three options: (a) five percent (5%) of the total earned amount; (b) the amount authorized by law; or (c) as otherwise set forth in the Contract Documents. Retainage will be managed in conformance with Tex. Gov’t Code, Chapter 2252, Subchapter B.

13.4.2.1 Contractor shall provide written consent of its surety and concurrence of Design Professional for any request for reduction or release of retainage.

13.4.2.2 At least sixty-five percent (65%) of the Contract, or such other discrete Work phase as set forth in Subsection 15.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release, and only if permissible by law.

13.4.2.3 Contractor shall not withhold retainage from its Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.

13.4.3 **Price Reduction to Cover Loss.** Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:

13.4.3.1 Defective or incomplete Work not remedied;

13.4.3.2 Damage to Work of a separate Contractor;

13.4.3.3 Failure to maintain scheduled progress;

13.4.3.4 Reasonable evidence provided with Work Progress Schedule that the Work will not be completed within the Contract Time;

13.4.3.5 Persistent failure to carry out the Work in accordance with the Contract Documents;

13.4.3.6 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;

13.4.3.7 Assessment of fines for violations of prevailing wage rate law; or

13.4.3.8 Failure to include the appropriate amount of retainage for that periodic progress payment.
13.4.4 Title.

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

13.4.4.2 Transfer of title to Owner does not: (a) relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance; (b) diminish the responsibility of Contractor and its Subcontractors to restore any damaged Work; or (c) waive the right of Owner to require the fulfillment of all the terms of the Contract.

13.4.5 Contracts with No Payment Bond. For a Contract in any amount less than $25,000.00, payment will be made in one lump sum at the Final Completion of the Work, including Punch list items and change orders.

13.4.6 No Release. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

13.4.7 Documentation.

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

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

13.4.7.3 Provide copies of bills of lading, invoices, delivery receipts, or other evidence of the location and value of such materials in requesting payment for materials. For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.

13.5 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2255.022. Upon Contractor's receipt of payment from Owner, Contractor shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date the Contractor receives the payment. The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment.

ARTICLE 14.
CHANGES

14.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and Design Professional, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor
indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 14.9 or other contract provisions.

14.1.1 Owner Ordered Changes. Owner, without invalidating the Contract and without approval of Contractor’s Surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or CCD, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor’s cost of, or time required for, performance of the Work, an adjustment to Contract Sum or Contract Time shall be made and authorized by a Change Order.

14.1.2 Corrections. It is recognized by the parties hereto and agreed by them that the Drawings and Specifications may not be complete or free from discrepancies, errors, omissions, or inconsistencies, or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner. Accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any discrepancies, errors, omissions, or inconsistencies in such Drawings and Specifications, or any changes in or additions to Drawings and Specifications or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor’s costs and expenses arising out of such discrepancies, errors, omissions, or inconsistencies shall not constitute or give rise to any claim, demand, or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise. However, that Contractor will be entitled to the time or sum stated to be due Contractor in any Change Order approved and signed by all parties, which shall constitute full compensation to Contractor for all costs, expenses, and damages to Contractor.

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

14.2.1 Job Order Unit Prices. Job Order Unit Prices as stated in the contract document or Proposed Change Order shall be based upon a regional RS Means Book or Gordian Group pricing.

14.3 Claims for Additional Costs.

14.3.1 Claim with no Requested Change. If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, Contractor shall give Owner and Design Professional written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but, in any case before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or
property in which case Contractor shall act in accordance with Section 10.3. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 18. Any change in the Contract Sum resulting from such claim must be authorized by a Change Order.

14.3.2 **Miscellaneous Claims.** If Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation of the Contract Documents; (2) any order by Owner to stop the Work pursuant to Article 17 where Contractor was not at fault; or (3) any written order for a minor change in the Work issued pursuant to Section 14.4, Contractor shall make such claim as provided in Section 14.3.1.

14.3.3 **Failure to Notify.** Should Contractor fail to call to the attention of Owner and Design Professional to discrepancies, errors, omissions, or inconsistencies in the Contract Documents, but claim additional costs for corrective Work after Contract award or after Owner’s acceptance of Contractor’s Construction Manager-at-Risk guaranteed maximum price, Owner may assume intent to circumvent competitive bidding for the necessary corrective Work. In such case, Owner may choose to let a separate Contract for the corrective Work, or issue a CCD to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies, errors, omissions, or inconsistencies will not be considered by Owner.

14.4 **Minor Changes.** Design Professional, with concurrence of OCM, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built Record Documents.

14.5 **Concealed Site Conditions.** Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, OCM and Design Professional shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, Design Professional, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as deemed necessary to conform to the different conditions. Any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order.

14.6 **Extension of Time.** All changes to the Contract Time made as a consequence of requests as required in the UGC’s, must be documented by Change Order.
14.7 **Administration of Change Order Requests.** All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.

14.7.1 **Procedures.**

14.7.1.1 Procedures for administration of Change Orders shall be established by Owner and stated in the Contract Documents.

14.7.1.2 No oral order, oral statement, or oral direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.

14.7.2 **Routine Changes.** Routine changes shall be formally initiated by Design Professional or Owner by means of a Proposal Request form detailing requirements of the proposed change for pricing by Contractor, or may be initiated by Contractor by means of a Change Order Request form detailing proposed work, pricing, and time. This action may be preceded by communications between Contractor, Design Professional, and OCM concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor’s cost proposal by Design Professional and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.

14.7.3 **Documentation.** All proposed costs or time for Change Order Work must be supported by itemized accounting of material, equipment, and associated itemized installation costs in sufficient detail following the outline and organization of the established Schedule of Values, and be supported by documented impact to critical path activities, to permit analysis by Design Professional and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

14.7.4 **Emergencies.** Emergency changes to save life or property may be initiated by Contractor alone with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.

14.7.5 **Coordination with Schedule of Values.** The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to Owner.

14.8 **Pricing Change Order Work.** The amounts that Contractor and/or its Subcontractor includes in a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.
14.8.1 **Self-Performance.** For Work performed by its forces, Contractor will be allowed its actual costs for materials, the total amount of wages paid for labor, plus the total cost of state and federal payroll taxes and of worker’s compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor.

14.8.1.1 To the total of the above costs, Contractor will be allowed to add a percentage to cover overhead and profit combined. Allowable percentages for overhead and profit on changes will not exceed fifteen percent (15%) if the total sum of self-performed Work is less than or equal to $10,000, ten percent (10%) if the total sum of self-performed Work is between $10,000 and $20,000 and five percent (5%) if the total sum of self-performed Work is over $20,000, for any specific change priced.

14.8.2 **Overhead and Profit.** Overhead shall be considered to include insurance beyond the scope of Article 8, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens, and general home office expenses. No separate allowance will be made.

14.8.3 **Subcontractor Performed.** For subcontracted Work, each affected Subcontractor shall be allowed to figure costs, overhead, and profit as described in 14.8.1 for Self-Performance.

14.8.4 **Subcontractor Coordination.** Subcontractor costs shall be combined and Contractor will be allowed to add a maximum mark-up of ten percent (10%) if the total sum of all subcontracted Work is less than or equal to $10,000, seven and one-half percent (7.5%) if the total sum of all subcontracted Work is more than $10,000 and less than or equal to $20,000, and five percent (5%) if the total sum of all subcontracted Work is more than $20,000. This markup will apply to subcontractor’s coordination of lesser tier subcontractor Work performed.

14.8.5 **GMP Limitation.** For Contracts based on a GMP, the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up or additional fee on any Change Order Work unless the Change Order increases the GMP or if contingency funds are utilized. If the GMP increases or contingency funds are utilized, the Construction Manager-at-Risk or Design Builder will be allowed additional fees at the rate specified in the Contract.

14.8.6 **Net Amount.** On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages or as damages caused by delay.

14.9 **Construction Change Directive (CCD).** Owner may issue a written CCD directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract Sum and/or the Contract Time. Owner retains sole discretion whether or not to issue any CCD. Owner’s issuance of a CCD does not require Owner to issue subsequent CO’s. Owner and
Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a CCD. Contractor shall not submit its costs for CCD Work with its Application for Payment until a CO has been issued. The Parties reserve their rights as to the disputed amount, subject to Article 18.

14.10 Audit of Changes. All Change Orders are subject to audit by Owner or its representative at any time and Change Order amounts may be adjusted lower as a result of such audit.

ARTICLE 15.
PROJECT COMPLETION AND ACCEPTANCE

15.1 Closing Inspections.

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

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

15.1.3 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify OCM in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor’s Punch list to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor’s list.

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

15.1.3.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, Design Professional, OCM, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by OCM or Owner’s representative. If Owner and Design Professional determines that the Work is Substantially Complete, Design Professional will issue a Certificate of Substantial Completion to be signed by Design Professional, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. Design Professional will provide with this certificate a list of Punch list items (the pre-final Punch list) for completion prior to final inspection. This list may include items in addition to those on Contractor’s Punch list, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner’s use of the Project for its intended purposes.

15.1.4 Final Inspection. Contractor shall correct or complete all items on the final Punch list before requesting a Final Completion inspection and Final Payment. Unless otherwise agreed to in writing by the parties, Contractor shall complete this work within thirty (30) days of receiving the final Punch list. Upon completion of the final Punch list, Contractor shall notify Design Professional and OCM in writing stating the disposition of each final Punch list item. Design Professional, Owner, and Contractor shall promptly inspect the completed items. When the final Punch list is complete, and the Contract is fully satisfied according to the Contract Documents Design Professional will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor’s right to receive Final Payment.

15.1.5 Additional Inspections.

15.1.5.1 If Owner’s inspection team determines that the Work is not Substantially Complete at the Substantial Completion inspection, Owner or Design Professional will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to Owner. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection. Owner’s or Design Professional’s failure to include items as causes of rejection does not constitute a waiver of Owner’s right under the Contract or relieve Contractor of its responsibility for performance.

15.1.5.2 If Owner’s inspection team determines that the Work is not complete at the Final Completion inspection, Owner or Design Professional will give
Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to Owner. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection. Owner’s or Design Professional’s failure to include items as causes of rejection does not constitute a waiver of Owner’s right under the Contract or relieve Contractor of its responsibility for performance.

15.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punch list items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a CO deducting these costs from Final Payment. Upon Contractor’s written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

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

15.2 **Owner’s Right of Occupancy.** Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, Owner will notify Contractor in writing and identify responsibilities for security and maintenance. Work performed on the premises by third parties on Owner’s behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner’s use of, or access to, occupied areas of the Project.

15.3 **Acceptance and Payment.**

15.3.1 **Request for Final Payment.** Following the certified completion of all Work, including all final Punch list items, cleanup, and the delivery of Record Documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to Design Professional and OCM for review and approval.
15.3.2 **Final Payment Documentation.** Contractor shall submit, prior to or with the Application for Final Payment, final copies of all Close-Out Documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents, and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work, and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid after payment from Owner, or otherwise satisfied within the period of time required by Tex. Gov’t Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor’s affidavit notes that claim as an exception.

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

15.3.4 **Offsets and Deductions.** Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remediying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner’s receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a CCD as may be applicable.

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

15.3.6 **Effect of Final Payment.** Final Payment shall not constitute a waiver of claims by Owner relating to the condition of the Work including those arising from:

15.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);

15.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;

15.3.6.3 Terms of any warranties required by the Contract, or implied by law; or
15.3.6.4 Claims arising from personal injury or property damage to third parties.

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

15.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

ARTICLE 16.
WARRANTY AND GUARANTEE

16.1 Contractor’s General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation, or lack thereof, by Owner, Design Professional, or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.

16.1.1 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within one (1) year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, the warranty period for that particular Work begins on the date of Substantial Completion of that phase, or as otherwise stipulated on the Certificate of Substantial Completion for that particular Work.

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

16.1.2.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.

16.1.2.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.
16.1.3 **Events Not Affecting Warranty.** Contractor’s obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

16.1.3.1 Observations, or lack thereof, by Owner and/or Design Professional;
16.1.3.2 Recommendation to pay any progress or final payment by Design Professional;
16.1.3.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
16.1.3.4 Use or occupancy of the Project or any part thereof by Owner;
16.1.3.5 Any acceptance by Owner or any failure to do so;
16.1.3.6 Any review by Owner of a Shop Drawing or sample submittal; or
16.1.3.7 Any inspection, test or approval by others.

16.2 **Separate Warranties.** If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. Contractor shall assume any duty to repair not otherwise covered by those warranty agreements. Owner will certify the date of service commencement in the Substantial Completion certificate.

16.2.1 **Assumption.** In addition to Contractor’s warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems, and equipment.

16.2.2 **Assignment.** Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

16.3 **Correction of Defects.** Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.
16.4 **Certification of No Asbestos Containing Materials or Work.** Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor’s application for Final Payment. Contractor shall insure that Texas Department of State Health Services licensed individual, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

16.5 Contractor shall warrant and ensure compliance with the following Acts by Contractor or Contractor’s Subcontractors and assigns:

- Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99 (7));
- National Emission Standards for Hazardous Air Pollutants (NESHAP-EPA 40 CFR 61, Subpart M-National Emission Standard for Asbestos); and
- Texas Asbestos Health Protection Rules (TAHPR-Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection)

**ARTICLE 17. SUSPENSION AND TERMINATION**

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

17.1.1 **Cease Work.** Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified.

17.1.2 **Investigation.** As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings. Contractor shall cooperate with Owner’s investigation.

17.1.3 **Outcome.** If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of Contract Time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension shall be considered an Excusable Delay and an extension of Contract Time will be granted through a Change Order.
17.1.4 **Time.** Suspension of Work under this provision will be no longer than is reasonably necessary to investigate and remedy the conditions giving rise to the suspension.

17.2 **Suspension of Work for Owner’s Convenience.** Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for its own convenience. When such a suspension prevents Contractor from completing the Work within the Contract Time, it shall be considered an Excusable Delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

17.3 **Termination by Owner for Cause.**

17.3.1 **Cause.** Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

17.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

17.3.1.2 Persistent disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, including Owner;

17.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the Contract Time;

17.3.1.4 Failure to remedy defective work;

17.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov’t Code, Chapter 2251;

17.3.1.6 Persistent endangerment to the safety of labor or of the Work;

17.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance pursuant to the Contract;

17.3.1.8 Any material breach of the Contract; or

17.3.1.9 Contractor’s insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

17.3.2 **No Waiver.** Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
17.3.3 **Notice.** Owner may immediately terminate the Contract under the provisions of this Section 17.3 upon written notice to Contractor and Contractor’s sureties. Owner may also give notice to Contractor and Contractor’s sureties of Owner’s intent to terminate the Contract under the provisions of this Section 17.3 at any later date upon written notice to Contractor and its sureties.

17.3.4 **Cure.** Should Contractor or its surety, after having received notice of Owner’s intent to terminate at a later date, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of intent to terminate was based, the notice of intent to terminate may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of Contract Time.

17.3.5 **Failure to Cure.** Should Contractor or its surety fail, after having received notice of Owner’s intent to terminate, to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within the date specified by Owner, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

17.3.5.1 This amount includes the cost of additional Owner costs such as Design Professional services, other consultants, and contract administration.

17.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.

17.3.5.3 This obligation for payment survives the termination of the Contract.

17.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. Owner will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

17.3.6 **Conversion to Termination for Convenience.** In the event that any termination of the Contract for cause under this Section 17.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience of Owner and Contractor’s recovery for termination shall be strictly limited to the payments allowable under Subsection 17.4.3.

17.4 **Termination for Convenience of Owner.** Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:
17.4.1 **Notice.** Owner will immediately notify Contractor and Design Professional in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage, or decommissioning of incomplete Work or systems, and for safety.

17.4.2 **Contractor Action.** Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

17.4.2.1 Stop all work.

17.4.2.2 Place no further subcontracts or orders for materials or services.

17.4.2.3 Terminate all subcontracts for convenience.

17.4.2.4 Cancel all materials and equipment orders as applicable.

17.4.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

17.4.3 **Contractor Remedy.** When the Contract is terminated for Owner’s convenience, Contractor may recover from Owner payment for all Work completed including the corresponding pro rata portion of Contractor’s overhead and profit. Contractor may not claim lost profits on other work or lost business opportunities.

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

17.6 **Settlement on Termination.** When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, Owner may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor as final payment.
ARTICLE 18.

DISPUTE RESOLUTION

18.1 **Contracts Less Than $250,000.** The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by Contractor or Design Professional to attempt to resolve any claim for breach of Contract made by Contractor or Design Professional that is not resolved under procedures described throughout the Uniform General Conditions or any Supplementary or Special Conditions of the Contract, where the amount in controversy is less than $250,000.

18.2 **Contracts $250,000 or Greater.** Contractor or Design Professional and Owner shall use the following dispute resolution process prior to initiating any litigation or filing suit in a court of competent jurisdiction.

18.2.1 **Mediation.** If a dispute arises out of or relates to the Contract or the breach thereof in which the amount in controversy is $250,000 or greater, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation using the procedures specified in this section prior to the commencement of any legal action. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

18.2.1.1 The party seeking to initiate mediation of a dispute shall give written notice to the other party describing the nature of the dispute, the initiating party’s claim for relief and identifying one or more individuals with authority to settle the dispute on such party’s behalf. The party receiving such notice shall have five (5) business days to designate by written notice one or more individuals with authority to settle the dispute on such party’s behalf.

18.2.1.2 The parties shall then have ten (10) business days to submit to each other a written list of acceptable qualified mediators not affiliated with any of the parties. The mediator shall possess the qualifications required under Civil Practice and Remedies Code, § 154.052, be subject to the standards and duties prescribed by Civil Practice and Remedies Code, §154.053, and have the qualified immunity prescribed by Civil Practice and Remedies Code, §154.055, if applicable. The parties shall mutually agree on the mediator.

18.2.1.3 In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time to be not later than forty-five (45) days after selection of the mediator.

18.2.1.4 The parties agree to participate in the mediation to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the parties, (ii) by a declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a party to the effect that the mediation process is terminated at the conclusion of one (1) full day's mediation session. Even if the mediation is terminated without a resolution of
the dispute, the parties agree not to terminate negotiations and not to commence any legal action or seek other remedies prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any party may commence litigation within such five (5) day period if litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm.

18.2.1.5 The parties shall share the cost of the mediation process equally although each party’s attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

18.2.1.6 The entire mediation process is confidential, and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any party, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed to be privileged and shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties.

18.3 Owner Retained Rights. Nothing herein shall hinder, prevent, or be construed as a waiver of Owner’s right to seek redress on any disputed matter in a court of competent jurisdiction.

18.4 No Waiver. Except as may be expressly and specifically provided otherwise by Chapter 114, Texas Civil Practice & Remedies Code, nothing herein shall be construed as a waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or the University of North Texas System.

18.5 No Attorney’s Fees. In any litigation between Owner and Contractor or Design Professional arising from the Contract or Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless of which is deemed the prevailing party.

18.6 Interest. Pre-judgment and post-judgment interest shall be limited to the rate of one and a half percent (1.5%) per annum.

ARTICLE 19.
MISCELLANEOUS

19.1 Right to Audit. Owner, or any of its duly authorized auditors or representatives including the State Auditor’s Office, shall during regular business hours and upon reasonable notice have access to and the right to examine, and be permitted to audit and copy, any directly pertinent books, documents, papers, and records of Contractor, including, without limitation, complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s quotes, proposals, purchase order, vouchers, memoranda,
schedules, electronic data, pictures, videos, logs, minutes, notes, reports and other data relating to
the Project. Further, Contractor or Design Professional agree to include in all subcontracts a
provision to the effect that Subcontractor agrees that Owner or any of its duly authorized
representatives shall have access to and the right to examine any directly pertinent books,
documents, papers, and records of such Subcontractor relating to any claim arising from the
Contract and subcontract, whether or not the Subcontractor is a party to the claim. The period of
access and examination described herein shall continue until the later of five (5) years after Final
Payment or final disposition of any disputes, claims, litigation, or appeals arising out of the
Contract.

19.2 Supplementary or Special Conditions. When the Work contemplated by Owner is of such a
character that the foregoing Uniform General Conditions of the Contract cannot adequately cover
necessary and additional contractual relationships, the Contract may include Supplementary
General or Special Conditions as described below:

19.2.1 Supplementary Conditions. Supplementary Conditions may describe the standard
procedures and requirements of contract administration. Supplementary Conditions may
expand upon matters covered by the Uniform General Conditions, where necessary,
provided the expansion does not weaken the character or intent of the Uniform General
Conditions. Supplementary Conditions are of such a character that it is to be anticipated
that Owner may normally use the same, or similar, conditions to supplement each of its
several projects.

19.2.2 Special Conditions. Special Conditions shall relate to a particular Project and be unique to
that Project but shall not weaken the character or intent of the Uniform General Conditions.

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

19.4 Internet-based Project Management Systems. At its option, Owner may administer its design and
construction management through an Internet-based management system. In such cases,
Contractor shall conduct communication through this media and perform all Project related
functions utilizing this database system. This includes correspondence, submittals, Requests for
Information, vouchers, or payment requests and processing, amendment, Change Orders, and
other administrative activities.

19.4.1 Accessibility and Administration.

19.4.1.1 When used, Owner will make the software accessible via the Internet to all
Project team members.

19.4.1.2 Owner shall administer the software.
19.4.2 **Training.** When used, Owner shall provide training to the Project team members.

19.5 **Computation of Time.** In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.

19.6 **Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.

19.7 **No Waiver of Performance.** The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.

19.8 **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas. Venue for any suit arising from the Contract will be in a court of competent jurisdiction subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code, or if mandatory venue is not applicable in the county in which the Project is located.

19.9 **Captions and Catch Lines.** The captions and catch lines used throughout the Uniform General Conditions and elsewhere in the Contract Documents are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.

19.10 **Independent Contractor Status.** The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party’s employees or contractors shall be considered employees, contractors, partners or agents of the other party.

19.11 **No Third-Party Beneficiaries.** The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.

19.12 **Child Support Obligor.** Notwithstanding anything to the contrary within the Contract Documents, it is understood and agreed between the parties that in accordance with the laws of the State of Texas, a child support obligor who is more than thirty (30) days delinquent in paying child support, and a business entity in which an obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%), is not eligible to receive payments from state funds under a contract to provide property, materials or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement.

19.13 **Buy America Requirements for Iron and Steel Used in Construction.** In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.
19.14 **No Assignment.** This Contract may not be assigned by either party without the prior written consent of the other, except either party may, upon notice to the other party but without the other party’s consent, assign this Contract to a present or future affiliate or successor, provided that any such assignment by Contractor shall be contingent on Owner’s determination that the assignee is qualified to perform the Work, is in good standing with the State of Texas and otherwise eligible to do business with the State of Texas.

19.15 **Severability.** If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as if the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.

19.16 **Parties Bound.** Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.

19.17 **Public Information.** Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to Owner in an electronic format.

19.18 **Entire Agreement.** These Contract Documents supersede in full all prior discussions and agreements (oral and written) between the parties relating to the subject matter hereof and constitute the entire agreement.
BID SET
FOR
UNIVERSITY OF NORTH TEXAS
DENTON CAMPUS
LIBRARY MALL FOUNTAIN RENOVATION
1506 W HIGHLAND STREET
CITY OF DENTON, DENTON COUNTY, TEXAS
JANUARY 2020

PREPARED BY
Pacheco Koch
DEP. PARKER ROAD SUITE 400
DALLAS, TX 75231
F: 972.255.8544

FOR
UNIVERSITY OF NORTH TEXAS SYSTEM
1125 TERRY CIRCLE, SUITE 200
DENTON, TX 76201
E: 817.274.3499

UNT LIBRARY MALL FOUNTAIN  RENOVATION
1506 W HIGHLAND STREET
CITY OF DENTON, DENTON COUNTY, TEXAS
JANUARY 2020

FOR
UNIVERSITY OF NORTH TEXAS SYSTEM
1125 TERRY CIRCLE, SUITE 200
DENTON, TX 76201
E: 817.274.3499

BID SET
FOR
UNIVERSITY OF NORTH TEXAS
DENTON CAMPUS
LIBRARY MALL FOUNTAIN RENOVATION
1506 W HIGHLAND STREET
CITY OF DENTON, DENTON COUNTY, TEXAS
JANUARY 2020

PREPARED BY
Pacheco Koch
DEP. PARKER ROAD SUITE 400
DALLAS, TX 75231
F: 972.255.8544

COVER SHEET
UNIVERSITY OF NORTH TEXAS, DENTON
LIBRARY MALL FOUNTAIN RENOVATION
1506 W HIGHLAND STREET
CITY OF DENTON, DENTON COUNTY, TEXAS
JANUARY 2020

FOR
UNIVERSITY OF NORTH TEXAS SYSTEM
1125 TERRY CIRCLE, SUITE 200
DENTON, TX 76201
E: 817.274.3499

# | SHEET DESCRIPTION
--|------------------
L0.00 | COVER SHEET
L0.01 | OVERALL SITE PLAN
L1.00 | DEMOLITION PLAN
L1.01 | DEMOLITION PLAN
L2.00 | LANDSCAPE PLAN
L2.01 | LANDSCAPE DETAILS
L2.02 | LANDSCAPE DETAILS
L3.00 | IRRIGATION PLAN
L3.01 | IRRIGATION DETAILS
WF0.01 | GENERAL NOTES
WF1.00 | FEATURE - OVERALL KEY MAP
WF2.00 | RECTANGULAR FEATURE - OVERALL
WF2.01 | RECTANGULAR FEATURE - AT EQUIPMENT YARD
WF2.02 | RECTANGULAR FEATURE - AT PLAZA
WF2.03 | RECTANGULAR FEATURE - MECHANICAL
WF3.00 | CIRCULAR FEATURE - OVERALL
WF3.01 | CIRCULAR FEATURE - AT EQUIPMENT YARD
WF3.02 | CIRCULAR FEATURE - AT PLAZA
WF3.03 | CIRCULAR FEATURE - MECHANICAL
WF4.00 | WEIR WALL FEATURE - OVERALL
WF4.01 | WEIR WALL FEATURE - AT EQUIPMENT YARD
WF4.02 | WEIR WALL FEATURE - AT PLAZA
WF4.03 | WEIR WALL FEATURE - MECHANICAL
WF5.00 | EQUIPMENT YARD ENLARGEMENT
WF5.01 | EQUIPMENT YARD ENLARGEMENT
WF5.02 | PUMP STATION DETAILS
WF5.03 | TYPICAL PLUMBING DETAILS
WF5.04 | DETAILS AND ADD ALTS
WF6.00 | ELECTRICAL - OVERALL KEY MAP
WF6.01 | ELECTRICAL - PLAN ENLARGEMENTS
WF6.02 | ELECTRICAL - FOUNTAIN ENLARGEMENTS
WF6.03 | ELECTRICAL - ONE LINE DIAGRAM
WF6.04 | ELECTRICAL - DETAILS

RELEVANT CODES
INTERNATIONAL BUILDING CODE (IBC)
INTERNATIONAL MECHANICAL CODE (IMC)
INTERNATIONAL PLUMBING CODE (IPC)
INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
INTERNATIONAL EXISTING BUILDING CODE (IEBC)
INTERNATIONAL FIRE CODE (IFC)
NATIONAL ELECTRIC CODE (2014) OR OTHER APPLICABLE ELECTRIC CODE
TEXAS STATE ENERGY CODE
ADA (AMERICANS WITH DISABILITIES ACT)
NFPA 101 LIFE SAFETY CODE
NFPA 70E ARC FLASH SAFETY (2017)
UNT MASTER PLAN (LATEST EDITION)
UNT DESIGN & CONSTRUCTION GUIDELINES (LATEST EDITION)
UNT TREE PRESERVATION POLICY (2009)
UNT PRACTICE FOR LEED SILVER MINIMUM
UNT CAMPUS PARKING & TRANSPORTATION MASTER PLAN
UNT & UNT SYSTEM POLICIES AS APPLICABLE
APPLICABLE BUILDING CODE AS AMENDED BY UNT AND APPLICABLE CITY OF DENTON REQUIREMENTS RELATED TO INFRASTRUCTURE (WATER, SEWER)
APPLICABLE CITY OF DENTON REQUIREMENTS RELATED TO CITY TAP & IMPACT FEES

COVER SHEET
UNIVERSITY OF NORTH TEXAS, DENTON
LIBRARY MALL FOUNTAIN RENOVATION
1506 W HIGHLAND STREET
CITY OF DENTON, DENTON COUNTY, TEXAS
JANUARY 2020

FOR
UNIVERSITY OF NORTH TEXAS SYSTEM
1125 TERRY CIRCLE, SUITE 200
DENTON, TX 76201
E: 817.274.3499

# | SHEET DESCRIPTION
--|------------------
L0.00 | COVER SHEET
L0.01 | OVERALL SITE PLAN
L1.00 | DEMOLITION PLAN
L1.01 | DEMOLITION PLAN
L2.00 | LANDSCAPE PLAN
L2.01 | LANDSCAPE DETAILS
L2.02 | LANDSCAPE DETAILS
L3.00 | IRRIGATION PLAN
L3.01 | IRRIGATION DETAILS
WF0.01 | GENERAL NOTES
WF1.00 | FEATURE - OVERALL KEY MAP
WF2.00 | RECTANGULAR FEATURE - OVERALL
WF2.01 | RECTANGULAR FEATURE - AT EQUIPMENT YARD
WF2.02 | RECTANGULAR FEATURE - AT PLAZA
WF2.03 | RECTANGULAR FEATURE - MECHANICAL
WF3.00 | CIRCULAR FEATURE - OVERALL
WF3.01 | CIRCULAR FEATURE - AT EQUIPMENT YARD
WF3.02 | CIRCULAR FEATURE - AT PLAZA
WF3.03 | CIRCULAR FEATURE - MECHANICAL
WF4.00 | WEIR WALL FEATURE - OVERALL
WF4.01 | WEIR WALL FEATURE - AT EQUIPMENT YARD
WF4.02 | WEIR WALL FEATURE - AT PLAZA
WF4.03 | WEIR WALL FEATURE - MECHANICAL
WF5.00 | EQUIPMENT YARD ENLARGEMENT
WF5.01 | EQUIPMENT YARD ENLARGEMENT
WF5.02 | PUMP STATION DETAILS
WF5.03 | TYPICAL PLUMBING DETAILS
WF5.04 | DETAILS AND ADD ALTS
WF6.00 | ELECTRICAL - OVERALL KEY MAP
WF6.01 | ELECTRICAL - PLAN ENLARGEMENTS
WF6.02 | ELECTRICAL - FOUNTAIN ENLARGEMENTS
WF6.03 | ELECTRICAL - ONE LINE DIAGRAM
WF6.04 | ELECTRICAL - DETAILS

RELEVANT CODES
INTERNATIONAL BUILDING CODE (IBC)
INTERNATIONAL MECHANICAL CODE (IMC)
INTERNATIONAL PLUMBING CODE (IPC)
INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
INTERNATIONAL EXISTING BUILDING CODE (IEBC)
INTERNATIONAL FIRE CODE (IFC)
NATIONAL ELECTRIC CODE (2014) OR OTHER APPLICABLE ELECTRIC CODE
TEXAS STATE ENERGY CODE
ADA (AMERICANS WITH DISABILITIES ACT)
NFPA 101 LIFE SAFETY CODE
NFPA 70E ARC FLASH SAFETY (2017)
UNT MASTER PLAN (LATEST EDITION)
UNT DESIGN & CONSTRUCTION GUIDELINES (LATEST EDITION)
UNT TREE PRESERVATION POLICY (2009)
UNT PRACTICE FOR LEED SILVER MINIMUM
UNT CAMPUS PARKING & TRANSPORTATION MASTER PLAN
UNT & UNT SYSTEM POLICIES AS APPLICABLE
APPLICABLE BUILDING CODE AS AMENDED BY UNT AND APPLICABLE CITY OF DENTON REQUIREMENTS RELATED TO INFRASTRUCTURE (WATER, SEWER)
APPLICABLE CITY OF DENTON REQUIREMENTS RELATED TO CITY TAP & IMPACT FEES
EXISTING BENCHES TO BE REMOVED & STORED OFFSITE, LOCATION, TO BE REUSED AFTER PROJECT, BY UNT, TYP.

EXISTING PAVERS TO BE REMOVED BY CONTRACTOR & STORED AT AN OFFSITE LOCATION, TO BE REUSED AFTER PROJECT

TREE PROTECTION FENCE, PER UNT SPECIFICATIONS

EXISTING CONC. PAVING TO BE REMOVED, CUT AT THE NEXT JOINT

PEDESTRIAN PROTECTION

ONE PEDESTRIAN PATHWAY TO BE CLEAR DURING CONSTRUCTION

EXISTING VAULT & EQUIPMENT TO BE REMOVED

ALL EQUIPMENT TO BE REMOVED, VAULT TO REMAIN IN PLACE.

BOTTOM OF VAULT TO HAVE 2 INCH HOLES DRILLED AT 18 INCHES O.C. FOR DRAINAGE. VAULT TO BE FILLED WITH 1" WASHED GRAVEL

EXISTING FENCE TO BE REMOVED

EXISTING PIPES TO BE CUT CLEAN AND LABELED FOR RECONNECTION, TYP.

EXISTING IRRIGATION COMPONENTS DAMAGED DURING CONSTRUCTION TO BE REMOVED AND REPLACED. IRRIGATION TO REMAIN FUNCTIONAL DURING CONSTRUCTION.

ABANDON EXISTING VENT STACK. CUT AND CAP BELOW GRADE

NOTE: ONE NORTH-SOUTH PEDESTRIAN WALKWAY TO REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.

NOTE: UNT TO REMOVE RECYCLING BINS AND BENCHES PRIOR TO CONSTRUCTION FOR OFFSITE STORAGE.
AVENUE B

EXISTING PAVERS TO BE REMOVED AND PRESERVED FOR REUSE AFTER CONDUIT IS PLACED. SEE WATER FEATURE PLANS FOR CONDUIT DETAILS.

CONTRACTOR TO LOCATE EXISTING WIRE CONNECTION TO FOUNTAIN.

SAWCUT CONCRETE UNDERNEATH PAVERS FOR CONDUIT PLACEMENT.

NOTE: ONE NORTH SOUTH PEDESTRIAN WALKWAY TO REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.

NOTE: UNT TO REMOVE RECYCLING BINS AND BENCHES PRIOR TO CONSTRUCTION FOR OFFSITE STORAGE.

PLANTER

RECTANGULAR WATER FEATURE

RECTANGULAR WATER FEATURE

PLANTER

PLANTER

PLANTER

PLANTER
1. Written dimensions shall govern over scaled dimensions.
2. All improvements shall be shown in the field by the contractor and

   approved by the client's representative prior to construction.
3. Contractor shall verify all notes and dimensions on plans by

  丈量 the site upon locating the points prior to the start of

   construction. All dimensions and notes must be approved by

   the client's representative prior to the start of construction.
4. Contractor shall mark all shadows and notes.
5. All dimensions are to the edge of curb and face of building unless

   otherwise noted.
6. Contractor shall ensure that all transfer guidelines are followed.
7. Reinforcement shall be provided in the concrete improvements as

   shown or specified.
8. Expansion joint and control joint spacing shall be located as shown or

   specified.
9. Contractor shall provide an expansion joint where proposed concrete

   meets existing walks or curbs.
10. Overall improvements shall be designed with the intent of the following

     guidelines:
         - All areas shall be a maximum crown of 2% in the direction of
           the proposed walks.
         - The building slope of the areas shall be no greater than 1:12.
         - All improvements shall be finished to a smooth surface using
           high quality materials.
         - Grading shall be level to the finished grade.
         - All drainage shall be directed to drainagecollection points as
           specified in the construction documents.
11. The contractor shall ensure footpath drainage throughout construction

    activities for the project. Accumulation of standing water will not be

    permitted.
12. The contractor is to locate, excavate, and protect all utilities which

    may exist throughout the duration of construction activities.
13. All questions previous are to be verified and are the responsibility of the

    contractor.
14. The contractor with plans and material used in the work shall be

    responsible for verifying with landscape architect prior to

    start of construction.
15. CONTRACTOR TO REMOVE ALL BOUNDARIES AND DISTURBANCE AND ALL OTHER AREAS

    WHERE THE PLANTED CONCRETE AREAS, THE CONCRETE IS NOT TO BE USED IN

    THIS AREA.
16. THE CONTRACTOR TO REMOVE ALL BOUNDARIES AND DISTURBANCE AND ALL OTHER AREAS

    WHERE THE PLANTED CONCRETE AREAS, THE CONCRETE IS NOT TO BE USED IN

    THIS AREA.
17. THE CONTRACTOR TO REMOVE ALL BOUNDARIES AND DISTURBANCE AND ALL OTHER AREAS

    WHERE THE PLANTED CONCRETE AREAS, THE CONCRETE IS NOT TO BE USED IN

    THIS AREA.
18. THE CONTRACTOR TO REMOVE ALL BOUNDARIES AND DISTURBANCE AND ALL OTHER AREAS

    WHERE THE PLANTED CONCRETE AREAS, THE CONCRETE IS NOT TO BE USED IN

    THIS AREA.
19. THE CONTRACTOR TO REMOVE ALL BOUNDARIES AND DISTURBANCE AND ALL OTHER AREAS

    WHERE THE PLANTED CONCRETE AREAS, THE CONCRETE IS NOT TO BE USED IN

    THIS AREA.
20. THE CONTRACTOR TO REMOVE ALL BOUNDARIES AND DISTURBANCE AND ALL OTHER AREAS

    WHERE THE PLANTED CONCRETE AREAS, THE CONCRETE IS NOT TO BE USED IN

    THIS AREA.
CONCRETE PAVEMENT SECTION

PLANTING DETAIL FOR HEDGES

STANDARD DETAILS

PLANTING DETAIL FOR TREES

STANDARD DETAILS

NOTE:
1. Water will frequently after planting. Every 3 to 7 days monitor moisture and soil profile throughout the establishment period.
2. Trees that are to be staked and braced will be determined in site, stake and guy per standards specifications.

UNT LIBRARY MALL FOUNTAIN
CITY OF DENTON, DENTON COUNTY, TEXAS

LIBRARY MALL FOUNTAIN RENOVATION
1506 W HIGHLAND STREET
CITY OF DENTON, DENTON COUNTY, TEXAS

LANDSCAPE DETAILS
UNIVERSITY OF NORTH TEXAS, DENTON

Pacheco Koch
LADESAR-CAMERON ASSOCIATES, INC.

CONCRETE PAVEMENT SECTION
1. BERMUDA TURF TOPSOIL
   - 1 1/2" = 1'-0"

2. CONCRETE PAVERS - PEDESTRIAN ON CONCRETE
   - 1" = 1'-0"

3. BENCH ON CONCRETE PAVERS
   - 3/4" = 1'-0"

NOTE: SEE PLANS FOR BENCH LOCATIONS. BENCHES TO BE INSTALLED AND ANCHORED PER MANUFACTURER'S SPECS.
IRRIGATION MODIFICATION NOTES

1. Contractor shall visit the site and document the existing irrigation system to a level sufficient to determine:
   a. That the backflow preventer on the existing system is functional. If not, he shall provide a new one.
   b. That the existing controller can accommodate zones modified within this design external.
   c. If existing mainpipe in present is functional, if not, provide one compatible with controller.
   d. What manufacturer is currently in use if provide name brand of equipment to modified zones.

2. Contractor shall:
   a. Follow all TCEQ irrigation requirements & standards.
   b. Provide laminated 1/2" x 11" as-built of the finished/modified system.
   c. Demonstrate to an owner's representative that the irrigation system is fully functional and running properly prior to final acceptance and beginning of the warranty period.
   d. Ensure the plans in their entirety to determine the appropriate location of existing and proposed utilities. He shall also contact the appropriate authority to mark utilities on the site.
   e. On inspection of the system, be responsible for any damages to utilities or the re-piping required as noted.

NOTE: UNT TO IDENTIFY LOCATION OF PIPING AND SPRINKLERS TO CONTRACTOR PRIOR TO CONSTRUCTION.
**Irrigation Details**

**University of North Texas, Denton**

**Library Mall Fountain Renovation**

**1506 W Highland Street**

**City of Denton, Denton County, Texas**

1. **Automatic System Valve**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".
   - Valve size: 3" = 1'-0".
   - Valve box, per specs.

2. **Drip Zone Valve Assembly - At Grade**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".

3. **Brass Gate (Isolation) Valve**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".

4. **Rotator Head**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".

5. **Spray Head**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".

6. **Drip Zone Typical Enlargement**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".

7. **Drip Tube Installation - At Grade**
   - Valve box, per specs.
   - Valve size: 1-1/2" = 1'-0".

---

**Notes**

**Drawn By:**

- Pacheco Koch

**Reviewed By:**

- Pacheco Koch

**Issued By:**

- Pacheco Koch

**File No.:**

- L3.01

**Issue No.:**

- A

**Date Rev.:**

- 02/23/2018

---

**Details**

**Univ. Library Mall Fountain**

**City of Denton, Denton County, Texas**

**U.S. Copyright Notice**

**11-00-00**

**10-00-00**
Fountain Equipment Installation Notes:

General Notes:
1. Contractor will be responsible for performing all work in accordance with all applicable codes, laws, regulations, and ordinances within the governing jurisdictions of the project. The prime contractor is also responsible for performing all work in accordance with the Municipality's on which the project is located design guidelines and construction documents.
2. Contractor will be responsible for obtaining all required permits for all work shown on the drawings prior to the start of any construction. Any and all associated costs will be the responsibility of the contractor unless stated otherwise in the contract documents.
3. Contractor will verify all existing utility locations and job-site conditions within the proposed job-site prior to the start of any construction. Incon-Trol Construction LLC is not responsible for any discrepancies or variations prior to the start of any construction.
4. Contractor will be responsible for coordination of work between trades prior to construction in order to ensure that no interference or loss of time occurs. This includes, but is not limited to, work that is shown diagrammatically or specified only by performance requirements, routing conflicts, or space conflicts.
5. Contractor will ensure that all personnel and subcontractors be familiar with and adhere to all contract requirements prior to the start of construction.
6. Deviations on drawings will take precedence over scale. Any discrepancies or variations in actual field conditions will be brought to the attention of Incon-Trol Construction LLC or the owner or owner's representative in writing prior to construction. It is the installing contractor's responsibility to verify that actual conditions prior to beginning work.

Electrical Notes:
1. Danger: If electrical equipment for the fountain or related scope of work is not installed properly, severe injury or death may occur from entrapment in the suction and return plumbing of the completed system if the equipment and plumbing is not properly installed. All anti-voltage plates will be securely fastened or anchored while the fountain is in operation.
2. Contractor will maintain all clearances that are required for the project documents. Codes are applicable regulations.
3. Piping and equipment is to be installed as shown or dictated by actual field conditions. If the pipe or condition is not clearly shown, pipe will be oriented as not to block or hinder the operation of equipment and to provide ease of access. Pipe will also be supported and braced as shown on the plans or as required to prevent excessive water hammer that will damage the plumbing upon installation or operation. Plumbing safety regulations, location of supports and bracings should be verified with a structural engineer prior to installation and verified with a structural engineer for the loads that may be placed on the structure. If applicable, contractor is responsible for their own final product at turnover.
4. Within equipment & related scope of work, unless noted otherwise, all fasteners, hardware, supports, and bracings will be stainless steel or PVC when applicable. Use any fasteners on stainless steel to stainless steel.

Testing:
1. All piping will be hydrostatically pressure tested to 1.5x of required operating pressure of the plumbing system 3 hours prior to backfilling. Any equipment that is tested with the required test pressure and that could be damaged as a result of the test pressure testing should not be included in the test.
2. No pressure loss or leaks should occur during the test, and the test should be performed in the presence of the owner or owner's representative. Hydrostatic test will be performed in regards to the water source (testing note #1). If any complete out of the use of safe water source, contract owner or owner's representative immediately.
3. Any leaks will be repaired prior to commencing backfilling of the plumbing. Pressure test will be maintained during backfilling or a second pressure test will be performed after backfilling is completed to ensure that no damage has occurred as a result of the backfilling operations.
4. All test connections shall be capped off prior to backfilling.
5. Pipe will be cleaned and clear of debris prior to testing.

Reference Water Feature Specification Section 13 12 05 (3 3 5 3) for specific Water Feature Commissioning and Training Information

Design Build Notes:
1. In the event that this project is designated “Design Build” the following shall apply:
2. Design Build Contractor will be responsible for the final design and the contractor will be responsible for all of the work required to perform the work through the completion of all phases as required by the project. The design drawings provided by contractor will be included in the contract documents and will take precedence over all other specifications, plans, details, and contracts.
3. Design Build Contractor will provide errors and omissions insurance with the insurance policy amount to be able to cover the total building contract amount and all the amount the owner/prime contractor's is required.

Mechanical Notes:
1. Danger: Severe injury or even death may occur from entrapment in the suction and return plumbing of the completed system if the equipment and plumbing is not properly installed. All anti-voltage plates will be securely fastened or anchored while the fountain is in operation.
2. Pedestrians at floors and walls will be sealed with approved materials and owner approved re caulking as required.
3. All piping and equipment is to be installed as shown with no loops, high points, or traps, unless noted otherwise.
4. All piping penetrations will be installed with a water-stopping seal appropriate for the installation.
5. Unless otherwise indicated, all pipes and fittings to be SDR 11 or Schedule 80 PVC. The use of low pressure Schedule 40 PVC fittings is not permitted.
6. Regardless of indication on the drawings, P traps and vents will be installed on all drain lines that connect to the sanitary sewer. Adhere to all applicable codes, laws, regulations, and ordinances within the governing jurisdiction(s) of the project.
7. Appropriate thrust block materials and/or restraints are required on directional changes, reduces, transitions, expansion joints, and terminations for pipes sizes 3" & larger.
8. Where shown, plumbing is to be installed in equal legs for balancing of flow distribution. Center feed plumbing for balanced hydraulics.
9. Appropriate valve tags, suction and discharge, valves will be used on all components within the equipment room. Label all other lines as requested.

Incon-Trol Construction LLC or the owner or owner's representative in writing prior to proceeding with construction.
NOTE:
1. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

2. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL ELECTRICAL CONDUIT ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

3. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING BE CHANGED, THE CONTRACTOR SHALL MOVE/RELABEL THE EXISTING PLUMBING IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY. **ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**

4. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING ELECTRICAL CONDUIT BE CHANGED, THE CONTRACTOR SHALL MOVE/RELABEL THE EXISTING ELECTRICAL CONDUIT IN ORDER TO ENSURE THE NEW ELECTRICAL RUNS ARE TIED IN ACCURATELY. **ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**

5. ALL EXISTING PLUMBING RUNS SHALL BE PRESSURE TESTED PRIOR TO RECONNECTING TO NEW PLUMBING RUNS.

6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UNIVERSITY IN WRITING, OF ANY CONDITIONS THAT WOULD CAUSE THE WATER FEATURES TO NOT OPERATE AS INTENDED.

7. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DRAIN AND/OR OVERFLOW PLUMBING.

8. DURING PIPE INSTALLATION, KEEP OUT OF THE DRIP LINE OF EXISTING TREES AS MUCH AS POSSIBLE. THE INTENT IS TO HAVE LITTLE IMPACT TO THE ROOT ZONE(S) AS POSSIBLE. AFTER POINT OF CONNECTION TO EXISTING PIPES ARE DETERMINED, FIELD VERIFY PIPING TRENCH LOCATIONS WITH UNIVERSITY/ARCHITECT AND GENERAL CONTRACTOR.

9. ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.

OPERATIONAL DATA:
- ESTIMATED 40 JETS - 75.6 GPM AT 7.5' OF HEAD
- ESTIMATED 60 JETS - 113.4 GPM AT 7.5' OF HEAD
- 189 GPM AT 7.5' OF HEAD
- MAIN PUMP(S) - 2 - 2HP 100 GPM AT 65' TDH EA.

ESTIMATED FILTRATION DATA:
- 640 SQ. FT. TOTAL
- EST. 1.25' DEPTH
- 800 CU. FT.
- 5,985 GALLONS
- 1.66 HOUR TURN OVER AT 60 GPM
- FILTRATION PUMP - 1 - 1 HP 60 GPM AT 55' TDH

*OPERATION BASED ON SUPPLIED DATA FROM FOUNTAIN AS-BUILTS.
LIMITS OF WORK

MATCHLINE WF2.01
MATCHLINE WF2.02

EXISTING LIBRARY BUILDING

RECTANGULAR FEATURE MECHANICAL EQUIPMENT.
REF, SHT. WF5.00

NEW FENCE AND GATES REF. LANDSCAPE PLANS

CAUTION!!! EXISTING UNDERGROUND ELECTRICAL WIRES/CONDUITS IN THIS AREA. HAND DIG AND FIELD VERIFY LOCATIONS BEFORE COMMENCING PLUMBING EXCAVATION.

EXISTING BLDG.
MECHANICAL AREA
N.I.C.

RECTANGULAR FEATURE SUCTION LINES.

2" SCH. 80 PVC, TYP.
6" SCH. 80 PVC, TYP.

WATER FEATURE ELECTRICAL CONTROL PANELS. REF. SHTS. WF5.00 & WF6.01

PLUMBING EQUIPMENT, REF. SHT. WF5.03

NOTE:
1. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

2. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL ELECTRICAL CONDITION ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

3. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING BE CHANGED, THE CONTRACTOR SHALL MOVING THE EXISTING PLUMBING IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY.

**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**

4. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING ELECTRICAL CONDITION BE CHANGED, THE CONTRACTOR SHALL MOVING THE EXISTING ELECTRICAL CONDITION IN ORDER TO ENSURE THE NEW ELECTRICAL RUNS ARE INSTALLED ACCURATELY.

**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING ELECTRICAL CONDITION IS NOT USEABLE.**

5. ALL EXISTING PLUMBING RUNS SHALL BE PRESSURE TESTED PRIOR TO RECONNECTING TO NEW PLUMBING RUNS.

6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UNIVERSITY IN WRITING, OF ANY CONDITIONS THAT WOULD CAUSE THE WATER FEATURES TO NOT OPERATE AS INTENDED.

7. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DRAIN AND/OR OVERFLOW PLUMBING.

8. DURING PIPE INSTALLATION, KEEP OUT OF THE DIP LINE OF EXISTING TREES. THE INTENT IS TO HAVE MINIMAL IMPACT TO THE ROOT ZONE(S) AS POSSIBLE. AFTER POINT OF CONNECTION TO EXISTING TRENCH ARE DETERMINED, FIELD VERIFY TRENCH LOCATIONS WITH UNIVERSITY/ARCHITECT AND GENERAL CONTRACTOR.

9. ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.
1. During Plaza demolition, Contractor shall be responsible for identifying and marking all plumbing entering and exiting the existing equipment vaults.

2. During Plaza demolition, Contractor shall be responsible for identifying and marking all electrical conduit entering and exiting the existing equipment vaults.

3. Should it be required that the alignments of the existing plumbing be changed, the Contractor shall move/relabel the existing plumbing in order to ensure the new plumbing is installed accurately. **ADDITIONAL COST WILL OCCUR VIA CO IF EXISTING PLUMBING IS NOT USEABLE.**

4. Should it be required that the alignments of the existing electrical conduit/wiring be changed, the Contractor shall move/relabel the existing electrical conduit in order to ensure the new electrical runs are also installed accurately. **ADDITIONAL COST WILL OCCUR VIA CO IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**

5. All existing plumbing runs shall be pressure tested prior to reconnecting to new plumbing runs.

6. It is the responsibility of the Contractor to notify the University in writing of any conditions that would cause the water features to not operate as intended.

7. Contractor shall confirm functionality of existing drain and/or overflow plumbing.

8. During pipe installation, keep out of the drip line of existing trees as much as possible. The intent is to have little impact to the root zone(s) as possible. After point of connection to existing pipes are determined, field verify piping trench locations with university/landscape and general contractor.

9. All PVC piping above grade shall have heat trace & pipe insulation installed, refer to specs.
**NOTE:**

1. **ONE OF MORE EXISTING DISCHARGE LINES TO THE CIRCULAR FEATURE ARE CRUSHED IN THIS AREA AND MAY REQUIRE REPLACEMENT OF PIPE BEYOND THE POINTS OF CONNECTION INDICATED ON THIS PLAN. CONTRACTOR TO FIELD VERIFY CONDITION**

**ADDITIONAL COST WILL OCCUR IF EXISTING PLUMBING IS NOT USABLE.**

2. **DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND MARKING ALL EXISTING PIPING ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.**

3. **SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING BE CHANGED, THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING PLUMBING ORIENTATION TO INSURE ALL NEW PLUMBING IS TIED INTO EXISTING PLUMBING IN ACCURATELY.**

4. **ADDITIONAL COST WILL OCCUR IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**

5. **ALL EXISTING PIPING RUNS SHALL BE PRESSURE TESTED PRIOR TO RECONNECTING TO NEW PIPING RUNS.**

6. **IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UNIVERSITY IN WRITING OF ANY CONDITIONS THAT WOULD CAUSE THE WATER FEATURES TO NOT OPERATE AS INTENDED.**

7. **CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DRAIN AND/OR OVERFLOW PLUMBING.**

8. **DURING PIPE INSTALLATION, KEEP OUT OF THE DRIP LINE OF EXISTING TREES AS MUCH AS POSSIBLE. THE INTENT IS TO HAVE MINIMAL IMPACT TO THE ROOT ZONE(S) AS POSSIBLE.**

9. **ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.**

**CIRCULAR FEATURE OPERATIONAL DATA:**

- ESTIMATED NOZZLE: 144 GPM AT 63' OF HEAD
- ESTIMATED 115 JETS: 220 GPM AT 7.5' OF HEAD

**MAIN NOZZLE PUMP:**

1 - 5HP 150 GPM AT 80' TDH EA.

**JET NOZZLE PUMP:**

1 - 2HP 110 GPM AT 60' TDH EA.

**ESTIMATED FILTRATION DATA:**

- 1,185 SQ. FT. TOTAL
- 1.25' DEPTH
- 1,482 CU. FT.
- 11,086 GALLONS
- 2.31 HOUR TURNOVER AT 80 GPM

**FILTRATION PUMP:**

1 - 1 HP 80 GPM AT 55' TDH

*OPERATION BASED ON SUPPLIED DATA FROM FOUNTAIN AS-BUILTS.*
NOTE:
1. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

2. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL ELECTRICAL CONDUIT/WIRE ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

3. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING BE CHANGED, THE CONTRACTOR SHALL MOVE/RELABEL THE EXISTING PLUMBING IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY. **ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**

4. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING ELECTRICAL CONDUIT/WIRE ENTERING AND EXITING THE EXISTING ELECTRICAL BOARD ARE NOT USEABLE, THE CONTRACTOR SHALL LAYER THE EXISTING ELECTRICAL CONDUIT/WIRE IN ORDER TO ENSURE THE NEW ELECTRICAL BOARD IS TIED IN ACCURATELY. **ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**

5. ALL EXISTING PLUMBING RUNS SHALL BE PRESSURE TESTED PRIOR TO RECONNECTING TO NEW PLUMBING RUNS.

6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UNIVERSITY IN WRITING, OF ANY CONDITIONS THAT WOULD CAUSE THE WATER FEATURES TO NOT OPERATE AS INTENDED.

7. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DRAIN AND/OR OVERFLOW PLUMBING.

8. DURING PIPE INSTALLATION, KEEP OUT OF THE DIP LINE OF EXISTING TREES AS MUCH AS POSSIBLE. AFTER POINT OF CONNECTION TO EXISTING PIPES ARE DETERMINED, FIELD VERIFY PIPING TRENCH LOCATIONS WITH UNIVERSITY/ARCHITECT AND GENERAL CONTRACTOR.

9. ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.
NOTE:
1. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.
2. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL ELECTRICAL CONDUIT ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.
3. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING BE CHANGED, THE CONTRACTOR SHALL MOVE/RELABEL THE EXISTING PLUMBING IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY.
**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**
4. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING ELECTRICAL CONDUIT BE CHANGED, THE CONTRACTOR SHALL MOVE/RELABEL THE EXISTING ELECTRICAL CONDUIT IN ORDER TO ENSURE THE NEW ELECTRICAL RUNS ARE TIED IN ACCURATELY.
**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**

5. ALL EXISTING PLUMBING RUNS SHALL BE PRESSURE TESTED PRIOR TO RECONNECTING TO NEW PLUMBING RUNS.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UNIVERSITY IN WRITING OF ANY CONDITIONS THAT WOULD CAUSE THE WATER FEATURES TO NOT OPERATE AS INTENDED.
7. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DRAIN AND/OR OVERFLOW PLUMBING.
8. DURING PIPE INSTALLATION, KEEP OUT OF THE DRIP LINE OF EXISTING TREES AS MUCH AS POSSIBLE. THE INTENT IS TO HAVE LITTLE IMPACT TO THE ROOT ZONE(S) AS POSSIBLE. AFTER POINT OF CONNECTION TO EXISTING PIPES ARE DETERMINED, FIELD VERIFY PIPING TRENCH LOCATIONS WITH UNIVERSITY/ARCHITECT AND GENERAL CONTRACTOR.
9. ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.

WEIR FEATURE OPERATIONAL DATA:
- ESTIMATED WEIR - 40 GPM AT 12" OF WATER
- MAIN PUMP(S) - 2 - 2HP 120 GPM AT 55' TDH EA.

ESTIMATED FILTRATION DATA:
- 221 SQ. FT. TOTAL
- EST. 1.25' DEPTH
- 277 CU. FT.
- 2,072 GALLONS
- 1.15 HOUR TURN OVER AT 60 GPM
- FILTRATION PUMP - 1 - 1 HP 30 GPM AT 65' TDH
*OPERATION BASED ON SUPPLIED DATA FROM FOUNTAIN AS-BUILTS.*
1. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.
2. DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LABELING ALL ELECTRICAL CONDUITS ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.
3. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING BE CHANGED, THE CONTRACTOR SHALL MANUALLY LABEL THE EXISTING ELECTRICAL CONDUITS IN ORDER TO ENSURE THE NEW ELECTRICAL RISERS ARE TIED IN ACCURATELY.
4. SHOULD IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING ELECTRICAL CONDUITS BE CHANGED, THE CONTRACTOR SHALL MANUALLY LABEL THE EXISTING ELECTRICAL CONDUITS IN ORDER TO ENSURE THE NEW ELECTRICAL RISERS ARE TIED IN ACCURATELY.
5. DURING PLUMBING INSTALLATION, KEEP OUT OF THE DRIP LINE OF EXISTING TREES AS MUCH AS POSSIBLE. THE INTENT IS TO HAVE THE LEAST IMPACT ON THE ROOT ZONE(S) AS POSSIBLE.
6. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DRAIN AND/OR OVERFLOW Plumbing.
7. ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.
8. DURING PIPE INSTALLATION, KEEP OUT OF THE DRIP LINE OF EXISTING TREES AS MUCH AS POSSIBLE. THE INTENT IS TO HAVE THE LEAST IMPACT ON THE ROOT ZONE(S) AS POSSIBLE.
9. FIELD VERIFY TRENCH LOCATIONS WITH UNIVERSITY/ARCHITECT AND GENERAL CONTRACTOR.

**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**
**Limits of Work**

1. **Weir Feature Suction Lines:**
   - Weir fountain point of connection to existing pipes and conduits. Probe and hand dig in this area to expose existing pipes and conduits.
   - **Caution!!** Existing underground sanitary lines in this area. Hand dig and field verify locations before commencing plumbing excavation.
   - **Caution!!** Existing underground electrical wires/conduits in this area. Hand dig and field verify locations before commencing plumbing excavation.
   - **6" Sch. 80 PVC, Typ.**
   - **Scale: 1/4" = 1'-0"**

2. **Weir Feature Discharge Lines:**
   - **Weir Feature Plumbing @ Plaza - Discharge**
   - **Scale: 1/4" = 1'-0"**

**Notes:**

1. **During Plaza Demolition, Contractor shall be responsible for identifying and labeling all plumbing entering and exiting the existing equipment vaults.**
2. **During Plaza Demolition, Contractor shall be responsible for identifying and labeling all electrical conduit entering and exiting the existing equipment vaults.**
3. **Should it be required that the alignments of the existing plumbing be changed, the Contractor shall move/relabel the existing plumbing in order to ensure the new plumbing is tied in accurately.**
   - **"Additional cost will occur via C/O if existing plumbing is not usable."**
4. **Should it be required that the alignments of the existing electrical conduit be changed, the Contractor shall move/relabel the existing electrical conduit in order to ensure the new electrical runs are tied in accurately.**
   - **"Additional cost will occur via C/O if existing electrical conduit is not usable."**
5. **Should it be required that the alignments of the existing plumbing be changed, the Contractor shall move/relabel the existing plumbing in order to ensure the new plumbing is tied in accurately.**
6. **All existing plumbing runs shall be pressure tested prior to reconnecting to new plumbing runs.**
7. **It is the responsibility of the Contractor to notify the University in writing of any conditions that would cause the water features to not operate as intended.**
8. **Contractor shall confirm functionality of existing drain and/or overflow plumbing.**
9. **During pipe installation, keep out of the drip line of existing trees as much as possible. The intent is to have minimal impact to the root zone.**
10. **If possible, points of connection to existing trees are determined; field verify points trend locations with University/Architect and General Contractor.**
11. **All PVC piping above grade shall have heat trace & pipe insulation installed, ref. specs.**
DIAGRAM SYMBOLS
- DIRECTION OF FLOW
- BALL VALVE (TRUE UNION)
- CHECK VALVE
- CONCENTRIC REDUCER
- BUTTERFLY VALVE
- PRESSURE GAUGE
- CALCULATOR

MANUFACTURER
PENTAIR
SPEARS
HAYWARD
SPEARS
ANK
RAINBOW

ALL IMP. LINES SHOWN ARE DIAGNOSTIC IN NATURE AND MAY NOT REFL. TRUE EXISTING DIAGRAM IS MEANT only TO SHOW HOW THE FEATURES FUNCTION.

WEIR FEATURE MECHANICAL 1-LINE DIAGRAM

1. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DEAN AND INSTALLATION OF NEW.
2. CONTRACTOR SHALL INCLUDE ALL EXISTING PLUMBING SYSTEMS AND NEW PUMP/CONDUIT SYSTEMS IN THEIR SUBMITTAL.
3. CONTRACTOR SHALL MOVE/RELABEL THE EXISTING PLUMBING IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY.
4. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DEAN AND INSTALLATION OF NEW.
5. CONTRACTOR SHALL INCLUDE ALL EXISTING PLUMBING SYSTEMS AND NEW PUMP/CONDUIT SYSTEMS IN THEIR SUBMITTAL.
6. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DEAN AND INSTALLATION OF NEW.
7. CONTRACTOR SHALL INCLUDE ALL EXISTING PLUMBING SYSTEMS AND NEW PUMP/CONDUIT SYSTEMS IN THEIR SUBMITTAL.
8. CONTRACTOR SHALL CONFIRM FUNCTIONALITY OF EXISTING DEAN AND INSTALLATION OF NEW.
9. CONTRACTOR SHALL INCLUDE ALL EXISTING PLUMBING SYSTEMS AND NEW PUMP/CONDUIT SYSTEMS IN THEIR SUBMITTAL.

DIAGRAM SYMBOLS
- WEIR FEATURE
- FILTER SUCTION INLET
- FILTER INLET
- SANITARY LINE
- POINT OF CONNECTION - NEW PIPE TO EXISTING PIPE TYP.
- POINT OF CONNECTION - EXISTING PIPE TO NEW PIPE TYP.
- CENTRAL VERTICAL ELEV. HARRY HAYDEE SMITH
- MULTIPORTR VALVE (INTEGRAL TO SAND FILTER)
- BALL CHECK VALVE
- PUMP IN MOTOR
- SAND FILTER
- CONCENTRIC REDUCER
- INCON-TROL WATER SYSTEMS "HURRICANE FORCE SERIES" EQUIPMENT SKID
- "HURRICANE FORCE SERIES" EQUIPMENT SKID
- "HURRICANE FORCE SERIES" EQUIPMENT SKID
- "HURRICANE FORCE SERIES" EQUIPMENT SKID
- "HURRICANE FORCE SERIES" EQUIPMENT SKID
- "HURRICANE FORCE SERIES" EQUIPMENT SKID

MANUFACTURER
PENTAIR
SPEARS
HAYWARD
SPEARS
ANK
RAINBOW

ALL EXISTING PIPING SHALL BE PRESSURE TESTED PRIOR TO RECONNECTING TO NEW PLUMBING RUNS.

DURING PIPE INSTALLATION, KEEP OUT OF THE DEEP LINE OF EXISTING TRENDS WHICH IS POSSIBLE. THE WORKSHO TO WASH ALL IMPACT TO THE ROOT ZONES. IN THE DEEP LINE, ATTENTION POINT OF CONNECTION TO EXISTING PIPES ARE DETERMINED. FIELD VERIFY TRENDS LOCATIONS WITH UNIVERSITY/ARCHITECT AND GENERAL CONTRACTOR.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL ELECTRICAL ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL ELECTRICAL ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL ELECTRICAL ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL ELECTRICAL ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL PLUMBING ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.

DURING PLAZA DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ABUSING ALL ELECTRICAL ENTERING AND EXITING THE EXISTING EQUIPMENT VIALS.
SANITARY SINK / MAKE-UP WATER

2" GRAVITY DISCHARGE TO SANITARY

RECTANGULAR FEATURE 1" PRESSURE DISCHARGE TO SANITARY

CIRCULAR FEATURE 1" PRESSURE DISCHARGE TO SANITARY

AUTOMATIC FILL VALVE

DRAINING ELEV. MECHANICAL AREA N.I.C.

1" FILL LINE TO PUMPS

MAKE UP WATER LINE

REF. ADD ALTERNATE NOTE BELOW

N.I.C.

ENLARGEMENT 2 / THIS SHEET

MAKE-UP WATER LINE / OVERFLOW LINES / ANEMOMETER

SCALE: 1" = 20'

UNIVERSITY OF NORTH TEXAS LIBRARY FOUNTAIN MALL RENOVATION

CITY OF DENTON, DENTON COUNTY, TEXAS

CALENDAR DATE

DATE

NOTE

DATE

DRAWN

DESIGN

MAKE-UP WATER LINE / OVERFLOW LINES / ANEMOMETER

CITY OF DENTON, DENTON COUNTY, TEXAS

LIBRARY FOUNTAIN MALL RENOVATION

COMMENCEMENT OF WORK.

POINTS OF CONNECTION WILL BE APPROVED IN WRITING PRIOR TO CONTRACTOR WILL VERIFY AND MARK THE LOCATION OF EXISTING CONTRACTOR WILL PROVIDE A DETAILED BID TO REROUTE THE EXISTING OF BASE CONSTRUCTION CONTRACT, THE AWARDED WATER FEATURE UPON AWARDING TREATED MUST BE DISCHARGED INTO SANITARY PIPE. Upon Awarding Base Construction Contract, the Awarded Water Feature Contractor will Provide a Detailed Bid to Reroute the Existing Connections to Sanitary Drain. The Water Feature Contractor shall not be Responsible for Identifying and Locating ANY EXISTING ELECTRICAL CONDUIT/WIRE ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND LABELING ALL ELECTRICAL CONDUIT/WIRE ENTERING AND EXITING THE EXISTING EQUIPMENT VAULTS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UNIVERSITY IN WRITING OF ANY CONDITIONS THAT WOULD CAUSE THE WATER FEATURES TO NOT OPERATE AS INTENDED.

THE CONTRACTOR SHALL PROVIDE A DETAILED BID TO REROUTE THE EXISTING Plumbing IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY.

IF IT BE REQUIRED THAT THE ALIGNMENTS OF THE EXISTING PLUMBING ARE TO BE CHANGED, THE CONTRACTOR SHALL PROVIDE A DETAILED BID TO REROUTE THE EXISTING Plumbing IN ORDER TO ENSURE THE NEW PLUMBING IS TIED IN ACCURATELY.

**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**

**ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**
WEIR FEATURE PUMP STATION

CIRCLE FEATURE PUMP STATION

RECTANGLE FEATURE PUMP STATION

CIRCLE FEATURE FILTRATION STATION

CIRCLE FEATURE PUMP STATION

CIRCLE FEATURE FILTRATION STATION

RECTANGLE FEATURE FILTRATION STATION

RECTANGLE FEATURE PUMP STATION

INCON-TROL WATER SYSTEMS
HURRICANE FORCE SERIES -
MODEL#: P19-WF-2V-48(3)-D(3)FHK

INCON-TROL WATER SYSTEMS
HURRICANE FORCE SERIES -
MODEL#: P19-WFFS-1V-48(3)-D(3)FHKL(9)

NOTE:
· ALL PUMP STATIONS AND FILTRATION STATIONS SHALL BE PRE-MANUFACTURED SKID MOUNTED PRODUCTS, MANUFACTURED BY INCON-TROL WATER SYSTEMS.
· CONTACT COLE GRAY AT 469-301-3314 (DIRECT) OR 972-439-6761 (CELL).**
· ALL PVC PIPING ABOVE GRADE SHALL HAVE HEAT TRACE & PIPE INSULATION INSTALLED, REF. SPECS.
NOTE:
- THIS DIAGRAM IS FOR TIGHT AREAS AND DOES NOT REFLECT THE OVERALL TRENCH AND PIPING PROFILE. SEE PLAN AND CONSTRUCT PER PLAN IN ALL POSSIBLE AREAS.

NOTE:
- FITTINGS SHALL BE PROTECTED FROM CONCRETE BY PLACING 10 ML. PLASTIC SHEETING BETWEEN CONCRETE AND FITTING.
- THRUST BLOCKS SHALL BE USED ON ALL RING AND GASKET PIPE AND ALL SOLVENT WELD PIPE 3" OR LARGER.
- CONCRETE THRUST BLOCKS PLACED AGAINST SOLID UNDISTURBED SOIL.
- FITTING, SEE SPECIFICATIONS.
- PIPE TRENCH.
- 10 MIL. PLASTIC SHEETING.
- UNDISTURBED SOIL

GENERAL NOTES:
1. FITTINGS SHALL BE PROTECTED FROM CONCRETE BY PLACING 10 ML. PLASTIC SHEETING BETWEEN CONCRETE AND FITTING.
2. THRUST BLOCKS SHALL BE USED ON ALL RING AND GASKET PIPE AND ALL SOLVENT WELD PIPE 3" OR LARGER.
3. NO FOUR WAY CONNECTS SHALL BE ALLOWED.
4. MAXIMUM 45° FITTINGS ON MAIN LINE - AVOID 90° ELLS.
5. MINIMUM 2000 PSI STRENGTH CONCRETE AFTER 28 DAYS.
6. MINIMUM 2.0 CUBIC FOOT OF CONCRETE PER THRUST BLOCK.

A. CONCRETE THRUST BLOCK PLACED AGAINST SOLID UNDISTURBED SOIL.
B. FITTING, SEE SPECIFICATIONS.
C. PIPE TRENCH.
D. 10 MIL. PLASTIC SHEETING.
E. UNDISTURBED SOIL

CONSTRUCTION NOTES:
1. CONCRETE THRUST BLOCK PLACED AGAINST SOLID UNDISTURBED SOIL.
2. FITTING, SEE SPECIFICATIONS.
3. PIPE TRENCH.
4. 10 MIL. PLASTIC SHEETING.
5. UNDISTURBED SOIL

GRAVEL
PRE-CAST CATCH BASIN
2" SCH 80 PVC PIPE FROM SAND FILTER BACKWASH (TYP.
1. LEVELING SAND
2. AS NEEDED
3. 8" X 3" ANCHOR BOLTS.
4. PROVIDED (4)

2'-16" MIN.
8" MAX

1" LEVELING SAND
AS NEEDED
3
8
3/8" X 3" ANCHOR BOLTS.
PROVIDED (4)

NOTE:  ONLY (1) FEATURE SHALL BE BACKWASHED AT A TIME TO ENSURE OPERATIONAL CAPACITY.
1. FLUSH MOUNT LIGHT  
MODEL # RFL-78-W-LED-W

2. FREE-STANDING LIGHT  
MODEL # RFL-38-W-LED-W

3. SPRAY RING NOZZEL  
MODEL # RPJ-250

4. ADD-ALTERNATE LIGHT  
MODEL # RFL-PS-LED-WB

SCALE: N.T.S.

FLUSH MOUNT LIGHT
FREE-STANDING LIGHT
SPRAY RING NOZZEL
ADD-ALTERNATE LIGHT
1. During plaza demolition, Contractor shall be responsible for identifying and labeling all plumbing entering and exiting the existing equipment vaults.

2. During plaza demolition, Contractor shall be responsible for identifying and labeling all electrical conduit entering and exiting the existing equipment vaults.

3. Should it be required that the alignments of the existing plumbing be changed, the Contractor shall move/excavate the existing plumbing in order to accommodate the new plumbing run(s) to be used. **Additional cost will occur via C/O if existing plumbing is not useable.**

4. Should it be required that the alignments of the existing electrical conduit be changed, the Contractor shall move/excavate the existing electrical conduit in order to accommodate the new electrical run(s) to be used. **Additional cost will occur via C/O if existing electrical conduit is not useable.**

5. All existing plumbing runs shall be pressure tested prior to reconnecting to new plumbing runs.

6. It is the responsibility of the Contractor to notify the University in writing of any conditions that would cause the water features to not operate as intended.

7. Contractor shall confirm functionality of existing drain and/or overflow plumbing.

8. During pipe installation, keep out of the drip line of existing trees as much as possible. The intent is to have as little impact to the root zones as possible. After point of connection to existing pipe are determined, field verify piping trench locations with University/Architect and General Contractor.

9. All PVC piping above grade shall have heat trace & pipe insulation installed, Ref. Specs.
During Plaza demolition, contractor shall be responsible for identifying and labeling all plumbing entering and exiting the existing equipment vaults.

1. During Plaza demolition, contractor shall be responsible for identifying and labeling all electrical conduit/existing and exiting the existing equipment vaults.

2. Should it be required that the alignments of the existing plumbing change, the contractor shall be responsible for identifying and labeling all plumbing entering and exiting the existing equipment vaults.

   **ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING PLUMBING IS NOT USEABLE.**

3. Should it be required that the alignments of the existing electrical conduit/wire change, the contractor shall be responsible for identifying and labeling all electrical conduit/wire entering and exiting the existing equipment vaults.

   **ADDITIONAL COST WILL OCCUR VIA C/O IF EXISTING ELECTRICAL CONDUIT IS NOT USEABLE.**

4. All existing plumbing runs shall be pressure tested prior to reconnecting to new plumbing runs.

5. It is the responsibility of the contractor to notify the university in writing of any conditions that would cause the fountain features to not operate as intended.

6. Contractor shall confirm functionality of existing drain and/or overflow plumbing.

7. During pipe installation, keep out of the drip line of existing trees as much as possible. The intent is to have little impact to the root zones. Also, if possible, insert points of connection to existing pipes are determined. Field verify for best locations with university/landscape and general contractor.

8. All PVC piping above grade shall have heat trace & pipe insulation installed, ref. specs.
NOTE: ALL CONTROL PANELS SHALL BE PRE-MANUFACTURED BY INCONTROL WATER SYSTEMS.

MODEL # PCP-P19-WF-3V-48(3)

DIMENSIONS ARE PROVIDED AS A GUIDE AND ARE APPROXIMATE.

**CONTACT COLE GRAY AT 214.733.8828 OR 972.439.6761**
PART 1 GENERAL

1.1 Related Documents
Drawings and general provisions of the Construction Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 Water Feature Renovation Narrative
The (3) water features located at the UNT Library Mall consist of the Rectangular Feature, the Circular Feature, and the Weir Feature.

The Rectangular Feature is located at the north end of the plaza and consists of (2) separate raised basins, adjacent to each other. The scope of work consists of new pump & filtration equipment which will be located in a central equipment yard. New suction & discharge plumbing which will run from the equipment to a point in the plaza where it will be connected to existing plumbing. A new fountain control panel will be located in the central equipment yard, with all new electrical and lighting connections made to the pump stations and to the new lighting panel. There are (3) existing light fixtures recessed in the vertical walls of the feature that are non-functioning, that will be replaced.

The Circular Feature is located in the middle of the plaza and consists of a raised basin with a custom spray ring around the perimeter and a single cascade nozzle in the middle. The scope of work consists of all new pump & filtration equipment which will be located in a central equipment yard. New suction & discharge plumbing which will run from the equipment to a point in the plaza where it will be connected to existing plumbing. A new fountain control panel will be located in the central equipment yard, with all new electrical and lighting connections made to the pump stations and to the new lighting panel. There are (5) existing free-standing light fixtures located within the basin that are non-functioning, that will be replaced.

The Weir Feature is located at the south end of the plaza and consists of an upper basin, which spills into a lager basin below. The scope of work consists of all new pump & filtration equipment which will be located in a central equipment yard. New suction & discharge plumbing which will run from the equipment to a point in the plaza where it will be connected to existing plumbing. A new fountain control panel will be located in the central equipment yard, with all new electrical and lighting connections made to the pump stations and to the new lighting panel. There are (10) existing free-standing light fixtures located within the basin that are non-functioning, that will be replaced.

(Add Alternate) The water feature contractor shall provide an Add Alternate Bid Item to direct overflow from each feature to the existing sanitary sewer line as identified on sheet 01/WF5.01. Upon awarding of base construction contract, the awarded water feature contractor will provide a detailed bid to reroute the existing overflow connections to sanitary sewer. The water feature contractor will verify and mark the location of existing sanitary sewer line with UNT representative. All routing and points of connection will be approved in writing prior to commencement of work.

1.3 Summary
Section includes:
1. Mechanical, plumbing, electrical systems and related accessories for proper construction of water feature pump system. Improvements as shown on the drawings and described in these specifications.
2. Connection to utilities.

1.4 Related Sections
A. Refer to Landscape documents.

1.5 References
A. Materials and installation must be in compliance with applicable provisions of the latest edition of the following codes and standard specifications, as well as any other applicable codes and regulations set by jurisdictional authorities.
1. NEC National Electrical Code.
4. UPC Uniform Plumbing Code.
7. ASME American Society of Mechanical Engineering.
8. ASSE American Society of Sanitary Engineering.
10. CS Commercial Standards.
11. NEMA National Electrical Manufacturers Association.
12. NSF National Sanitation Foundation.
13. AASHTO American Association of State Highway and Transportation Officials.
14. UL Underwriters Laboratories, Inc.

1.6 Submittals
A. Product Data: Include material list, manufacturer's data sheets, and installation instructions for each component and material. Specify and mark all details and options that will be provided, and cross reference to the material schedule.
B. Shop drawings for the following equipment showing plans and elevations shall be supplied:
   1. Layout of equipment areas, pipe and conduit runs, fitting and fixture locations, pipe elevations, and dimensions between pipe center lines.
   2. Wiring Diagram of control system.
   3. Dimensioned outline drawings of pump station(s) and electrical control panel(s).
   4. Connection to sanitary/storm system.
   5. Drawings signed and sealed by licensed professional.
   6. Shop drawings shall also be provided for all custom fabrications.
   7. Shop drawings shall be coordinated with other trades prior to submittal.
   8. Power source requirements and connection to electrical.
C. Closeout Submittals:
   1. Operation and Maintenance Data: Include information required for operation and maintenance of water feature system.
   2. Record drawings shall be submitted prior to final acceptance.

1.7 Quality Assurance
A. Installer Qualifications:
   1. Minimum 5 years documented experience in work of this Section.
   2. Successful completion of min. 3 projects of similar scope and complexity within past 5 years.
   3. Include list of completed work, work in progress, and references.
B. When the specifications and drawings call for described materials, workmanship, or construction of a better quality, higher standard or larger size than is required for the above-mentioned rules and regulations, the provisions of these specifications and drawings shall take precedence over the requirements of said rules and regulations.
C. Furnish, without extra charge, any additional material or labor required for compliance with these rules and regulations, although not mentioned in these specifications or indicated on the drawings.
D. Control Panel(s) UL labeled – Industrial Control Panel.
E. Electrical components shall be UL listed for conformance to US standards.
F. Prefabricated pump assembly shall be hydrostatically factory tested.
G. All components to be in compliance with local codes.

1.8 Delivery, Storage and Handling
A. Protective covers, coatings and shipping material shall be retained to protect equipment from damage during shipment, delivery and storage.
B. Protect electrical components against weather and contact with moisture from time of delivery through time of installation. Store and handle equipment as needed to protect against damage from weather, dust, dirt, construction traffic and other causes.
C. Follow manufacturer's instructions for system delivery, storage and handling.

1.9 Project Conditions
A. Do not install pumps and/or pump station(s), electrical control panel(s) where ground water or other site conditions do not comply with manufacturer's recommendations.

1.10 Coordination
A. Any required backfill, anchoring, concrete foundations, dimensions, location and reinforcement shall be coordinated based on manufacturer's recommendations.
B. Any required electrical power supply capacity and location shall be coordinated with Project Electrical Engineer and based on system demand, manufacturer's recommendations and comply with all local building codes.
C. Any required pressure pipe or DWV plumbing capacity and location shall be coordinated based on manufacturer's recommendations and comply with all local building codes.

PART 2 PRODUCTS

2.1 Manufacturer
A. Pumps, Pump Station(s), Water Quality Equipment, and Control Panel(s): by inCon-trol Water Systems, 410 Interchange, McKinney, TX 75071, 214-733-8828 (www.incontrolwatersystems.com).
UNT Library Mall Fountain

B. Fountain/Water Feature Components: As specified on plans.
C. Substitutions: Not permitted.

2.2 Pump Station / Water Quality Equipment
A. As manufactured by inControl Water Systems, 410 Interchange, McKinney, TX 75071, 214-733-8828.
1. Rectangular Feature: inControl Water Systems, Hurricane Force Series pump station, with heat trace & pipe insulation installed on all pipes, and mounted on a painted steel skid. Two (2) 2hp Main Display Pumps providing 100 GPM at 65' TDH each, for a total output of 200 GPM at 65' TDH at pump discharge. One (1) 1hp Filtration Pump providing 60 GPM at 55' TDH. Pump motors shall be rated for 480 volt, 3 phase power.
   a. Pump Station Model Number: P19-WF-2V-48(3)-D(3)FHK

2. Circular Feature: inControl Water Systems, Hurricane Force Series pump station, with heat trace & pipe insulation installed on all pipes, and mounted on a painted steel skid. Two (2) 2hp Main Display Pumps providing 110 GPM at 60' TDH each, for a total output of 220 GPM at 60' TDH at pump discharge. One (1) 5hp Main Nozzle Pump providing 150 GPM at 80' TDH. Pump motors shall be rated for 480 volt, 3 phase power.
   a. Pump Station Model Number: P19-WF-3V-48(3)-D(3)FHK

3. Weir Feature: inControl Water Systems, Hurricane Force Series pump station, with heat trace & pipe insulation installed on all pipes, and mounted on a painted steel skid. Two (2) 2hp Main Display Pumps providing 120 GPM at 55' TDH each, for a total output of 240 GPM at 55' TDH at pump discharge. One (1) 1hp Filtration Pump providing 30 GPM at 65' TDH. Pump motors shall be rated for 480 volt, 3 phase power.
   a. Pump Station Model Number: P19-WF-1V-48(3)-D(3)FHK

4. Information below is provided for reference as to state the quality of the end product desired by the owner.
5. Pump station(s) shall be a pre-manufactured skid mounted product. No individual components assembled in the field other than required connections to pre-manufactured pumping station will be allowed.

2.3 Filtration Station
A. As manufactured by inControl Water Systems, 410 Interchange, McKinney, TX 75071, 214-733-8828.
1. Rectangular Feature: inControl Water Systems, Hurricane Force Series filtration station, One (1) Sand Filter, One (1) Chlorinator, with heat trace & pipe insulation installed on all pipes, and mounted on a painted steel skid.
   a. Filtration Station Model Number: P19-WFFS-1V-48(3)-D(3)FHKL(9)

   a. Filtration Station Model Number: P19-WFFS-1V-48(3)-D(3)FHKL(9)

3. Circular Feature: inControl Water Systems, Gale Force Series Filtration Pump Station, with heat trace & pipe insulation installed on all pipes, and mounted on a painted steel skid. One (1) 1hp Filtration Pump providing 80 GPM at 55' TDH.
   a. Filtration Station Model Number: P19-WF-1V-48(3)-D(3)FHK

   a. Filtration Station Model Number: P19-WFFS-1V-48(3)-D(3)FHKL(9)

4. Information below is provided for reference as to state the quality of the end product desired by the owner.
5. Pump station(s) shall be a pre-manufactured skid mounted product. No individual components assembled in the field other than required connections to pre-manufactured pumping station will be allowed.

2.4 Electrical
A. Control Panel(s): As manufactured by inControl Water Systems; must be UL 508A labeled.
   1. Refer to design document for dimensions, material, and finish.
   2. NEMA Type 3R VFD Enclosure (at all 3 features); equipped with a ventilation system for heat removal inside cabinet. NEMA Type 4 enclosure for Water Feature Logic Panel.
   3. Variable Frequency Drives (VFD); manufactured by Yaskawa: Model P1000
B. Conduit
   1. Within equipment enclosures; EMT, Flexible -- (Sealtight).
   2. Buried or completely encased in concrete: PVC Schedule 40
C. Wire

1. Copper, 600-volt insulation, stranded for wire larger than 8 AWG, stranded for smaller wire. Do not use wire smaller than 12 AWG for power.
   a. Types: THWN, THHN, or THWN-2 for wet locations.

2.5 Fountain / Water Feature Components (Non Pump or Filtration)

A. Pipe and Fittings:

1. General: Identified on pipe by manufacturer indicating material, class or type, and pressure rating.

2. PVC:
   c. Heat trace and pipe insulation
      1. Chromalox SRL5-1C heat trace, with RTAS ambient sensing thermostat.
      2. Preformed tubular foam insulation.

3. HDPE: Pipe and fittings shall be made from resin meeting the requirements of the Plastic Pipe Institute a PE3408. The resin shall meet the requirements of ASTM D3350-02 with cell classification of 345464C.
   a. Pipe: AWWA C901 or C906, NSF Standard #61 and ASTM standards.
   b. Fittings: AWWA C901 for sizes 1/2” to 2” and AWWA C906 for sizes 3” to 54”.

4. Copper:
   a. Pipe: ASTM B88, drawn temper for solder type fittings, dead soft for use with compression type fittings.
   b. Fittings:
      1. Wrought copper or cast bronze, ASTM B75 and ANSI B16.22.

5. Steel:
   a. Pipe: Constructed from ASTM A120, ASTM A53, or API 5L steel pipe. Piping 6” in diameter or smaller shall be constructed from schedule 40 steel pipe or heavier and piping 8” and larger shall be constructed of schedule 40 pipe of heavier.
   b. Fittings:
      1. Welded fittings, ANSI B16.9, ASTM A234 and shall be schedule 40 or heavier.
      2. Flanged fittings, ANSI B16.5, ASTM A181 and A105 and shall be 150 lb.

B. Thrust Blocks: Concrete, minimum 3000 psi compressive strength at 28 days.

1. Valves:
   a. PVC:
      1. Schedule 80 true union ball valves; slip and threaded.
   b. Bronze:
      1. Threaded gate valve; deep thread for steel pipe.
      2. Threaded center line check valve; 2-inch pipe and smaller.
      3. Threaded ball valve.
      4. Air relief valve.
      5. Pressure regulating valve.
   c. Steel:
      1. Lug style butterfly valve.
      2. Flanged gate valve.
      3. Flanged and wafer foot valve; check valve.
      4. Swing style, stainless steel disc; no center line check valves.
      5. Air relief valve.

C. Flanged and Mechanical Joint Adapters: Shall be PE 3408 HDPE, Cell classification of 345464C as determined by ASTM D3350-02. Flanged and Mechanical Joint Adapters shall have a manufacturing standard of AST D3261. Fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans.

D. Water-Stops:

1. PVC: Schedule 80.
2. Bronze/Brass.
3. Stainless Steel, Type 304.

E. Conduit

1. Within fountain basin and stub-ups through fountain floors or walls: Brass, Stainless Steel.
2. Within equipment rooms: PVC Schedule 40.

F. Wire

1. Copper, 600-volt insulation, stranded for wire larger than 18 AWG. Do not use wire smaller than 12 AWG for power.
   a. Types: THWN, THHN, or THWN-2 for wet locations.
G. Lighting: As specified on the plans, refer to design documents.
H. Level Controls: As specified on the plans, refer to design documents.

PART 3 EXECUTION

3.1 Installation – General
A. Install Fountain/Water Feature system(s) in accordance with manufacturer’s instructions and approved Shop Drawings.
B. Conceal piping and conduit unless otherwise indicated. Arrange exposed piping in neat, straight lines parallel or perpendicular to other construction. Brace all piping on above ground installations.
C. Cut piping and conduit to fit without forcing or bending. Remove burs and rough edges. Follow manufactures recommendations for solvent weld and/or any other pipe materials specified.
D. Bend piping and conduit to prevent damage and reduction of inside diameter. Do not place more than two 90-degree bends on single runs between accessible points.
E. Arrange equipment so that elements requiring removal or maintenance are readily accessible without disturbing other components. Provide clear passage between components.
F. Brace equipment and piping to maintain locations and minimize vibration.
G. Seal open pipe and conduit ends to prevent entrance of dirt, debris, and water.
H. Protect pipes, conduits, and equipment from damage from inclement weather.

3.2 Installation – Plumbing
A. Install piping without loops and traps. For below grade installations, pipe shall also be properly bedded with sand or crushed aggregate.
B. Make provisions for thermal expansion and contraction of piping.
C. Provide flanges or unions to allow for removal and reinstallation of equipment without cutting.
D. Install butterfly valves on suction lines for isolation purposes only. Use eccentric reducers to prevent trapping air in line.
E. Provide butterfly, gate, globe, ball, plug, or other infinitely adjustable valves in discharge lines.
F. Install P-traps on drains when required by Code.
G. Underground Piping:
   1. Trench for underground piping to provide sufficient slope and adequate space to allow for pipe installation.
   2. Install thrust blocks on pipe 2-1/2 inches in diameter and larger at directional changes, reducers, and line terminations.
   3. Backfill in maximum 6-inch lifts; compact each lift to minimum 95 percent maximum density.
H. Above Ground Piping
   1. Install heat trace & pipe insulation on all above ground piping, per 2.5(A)(2)(c)
I. Penetrations:
   1. Make penetrations only at locations indicated unless otherwise approved.
   2. Provide core-drilled holes, with Link-Seal, passing through concrete wall, floor, or roof assemblies.
   3. Waterstop penetrations in exterior assemblies.

3.3 Installation – Electrical
A. All electrical components shall be installed by a licensed electrical contractor, and in accordance with manufacture’s requirements, and within required state and local codes.
B. The general contractor will supply a dedicated power source as shown on the plans for the fountain/water feature pump station(s) and associated components’ operation.
C. The site electrical contractor will install wire and conduit between the owner’s power source and the pump control panel location.
D. Install wiring in sealed conduits where required.
E. Install dielectric fittings on connections between dissimilar conduit types and seal with dielectric thread compound.
F. Do not use threadless connectors for conduit.
G. Provide bushings where conduit enters boxes or fittings.
H. Provide accessible covers at junctions, bends, and offsets on exposed conduit runs.
I. Do not use threadless couplings or connectors on conduit in wet locations or where buried. Make joints using tapered pipe threads sealed with Teflon tape of sealant.
J. Install conduit entering control panels at bottom of panel.
K. All hardware and metal shall meet or exceed NEC requirements for bonding and GFIC.
L. Underwater Junction Boxes:
   1. Fill boxes with approved potting compound.
   2. Prior to installing potting compound, make final connections and perform required testing.
M. Wiring:
   1. Remove moisture and debris from conduit prior to installation of wiring.
   2. Do not install damaged wiring.
   3. Make connections to equipment susceptible to vibration or noise using flexible watertight conduit.
4. Use THWN-2 stranded wire in conduits between fountain/water feature pump(s), pump station(s), equipment, and control panel(s).
5. Neatly group and distribute wiring.
6. Use stranded copper wiring with waterproof insulation between underwater equipment and control panels.

N. Seal conduits after wiring installation where required.
O. Cover conduit exposed to moisture with watertight plastic and make joints using watertight fittings.

3.4 Installation – Pump Station & Filtration Station
A. Equipment skid shall be securely anchored, using electro-galvanized hardware.
B. Concrete pad:
   1. Reinforced, 3000 psi compressive strength at 28 days.
   2. Sub-grade: In area of pad installation, clear gravel down to sub-grade and compact to 95%.
   3. Vapor Barrier: 10 mil polyethylene sheet, type recommended for below-grade application and compatible waterproof tape.
   4. Medium broom finish.

3.5 Testing / Adjusting
A. Plumbing:
   1. Clean systems of debris prior to testing.
   2. 24 hours prior to backfilling and concreting, hydrostatically test completed system to system’s maximum operating pressure. Do not include equipment that is not rated for or could be damaged as result of pressure in test.
   3. Perform test in presence of Owner or Owner’s Representative.
   4. System shall withstand pressure testing without pressure loss and leaks during test.
   5. Repair or replace defective piping and components prior to concreting or backfilling, and retest to same requirements until acceptable results are achieved.
   6. Maintain pressure during backfilling or perform additional pressure testing after backfill is completed to ensure that damage has occurred during backfilling.
   7. Conduct any other plumbing tests as required by governing authorities.
   8. All equipment to show that it complies with specified requirements.
B. Conduct electrical tests as required by governing authorities.
C. As soon as the pump station(s) / pump system(s) & pipe systems have been installed and tested, and the mechanical and electrical equipment have been installed, and tested, the equipment shall be considered as placed into operation.
D. An authorized service technician from the pump and/or equipment supplier shall provide the startup & calibration for the water pump equipment.
E. Make adjustments required for proper operation of fountain/water feature pump system.
F. After system has been placed into operation, installing contractor and owner or owner's representative shall determine the water make up rates and whether such rates are normal and not a sign of leakage from system. If necessary, a water meter shall be placed on the makeup water line to document makeup rates.

3.6 Demonstration
A. Demonstrate operation and maintenance of all components and aspects of the fountain/water feature system to Owner or Owner’s Representative. At this time, provide Owner or Owner’s Representative with any specialty tools required for the maintenance of the fountain/water feature pump system.

3.7 Fountain/Water Feature Equipment Schedule
A. Reference design documents for Pump Station(s) Schedule.

PART 4 WARRANTY

4.1 Scope
A. System integrator shall maintain a factory trained and managed network of service technicians to execute all field service and warranty claims. System Integrator shall provide technical support by telephone to the installer and owner both during and after the warranty period.

4.2 Warranty
A. Manufacturer I Integrator shall warrant that fully integrated fountain/water feature system to be free of manufacturer's defects for a period of one (1) year. Provided installation and operation have been properly performed, Manufacturer I Integrator shall bear the cost of parts and labor necessary to repair or replace the defective component during the warranty period. Unauthorized repairs or replacements performed by non-Manufacturer I Integrator personnel may void the warranty.
UNT Library Mall Fountain

END OF SECTION
LANDSCAPE PLANTING:

General Conditions
The requirements of the University of North Texas System Uniform General Conditions and Supplementary General Conditions, 2013 Amended shall apply to all work of this section with the same force and effect as though repeated in full herein.

Scope of Work
Furnish all labor, materials, equipment, and services necessary to provide all landscape planting for trees, shrubs, and ground covers, complete in place as shown on the plans and specified herein.

Definitions
M N: American Association of Nurserymen.
Final Acceptance of Installation: This acceptance will be granted upon completion of installation of all plant materials according to the plans and as specified herein. Final Acceptance of Installation will not occur before the Final Inspection.
Final Inspection: The last inspection immediately prior to Final Acceptance of Installation.
Owner: University of North Texas System.

Quality Assurance
Contractor's Qualification: Demonstrated experience on projects of similar characteristics and size.
Referenced Standards: the following references form a part of these specifications to the extent to which they are referenced:
2. Plant names are to comply with the standards of Harts Third, 1976, Cornell University.

Quality Control
1. Contractor shall be responsible for all plant material shown on the plans. If discrepancies exist between the count of plant materials as shown on the plans and listed on the plant list or bid items, the actual count on the plans shall be considered correct. Submit documentation to the Owner within 15 days after the award of the contract that all plant material is available. Any and all substitutions due to unavailability must be requested in writing and submitted with plant documentation mentioned above. All plant materials shall be subject to inspection and approval by the Owner at the place of growth or upon delivery to the site for conformity to the plans and specifications. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. Contractor shall submit specifications of any item being used on-site upon the request of the Owner.

Substitutions
• Substitution request for any material must be made in writing to Owner within 15 days after the award of the bid.
• Substitutions must possess same characteristics as material for which are to be substituted.
• Substitutions submitted on materials of greater value than specified materials shall be provided at no additional cost to the Owner.

Damage to Existing Site Amenities
Damage to existing irrigation and electrical lines to remain shall be repaired within 24 hours of damage occurrence. If not repaired within the specified time, the Owner has the right to make such repairs as necessary and all costs incurred shall be charged to the Contractor.
Samples and Tests

1. Owner reserves the right to take and analyze samples of materials for conformity to specifications at any time. Contractor shall furnish samples of materials for testing upon request of the Owner. Rejected materials shall be immediately removed from the site at Contractor's expense. Cost of testing of materials not meeting specifications shall be paid by the Contractor.

2. Provide representative quantities (1 gallon plastic bag or container each) of each type of aggregate, imported topsoil, expanded shale, organic compost, and hardwood mulch. Attach product name, address of manufacturer and/or supplier and appropriate literature to each sample. Samples shall be submitted within 15 calendar days after contract award.

3. Plant Material samples: submit documentation within 15 calendar days after award of contract that all plant materials have been located and are ready to be secured. Arrange specific review procedure of plant materials at time of submission. Submittals and review shall be organized as follows:
   a. Preliminary Review: submit representative photograph for review of all plant materials in the required sizes and in available quantity within 25 calendar days after award of contract.
   b. Submittal shall include two color photographic images of each plant type and size, include the name and address of the supplier, size of the plant in the picture and botanical and common name for the plant.
   c. Photographic images shall include a person or device to determine scale. Each image shall be taken 90 degrees from the other.
   d. Provide any additional tree groups and specimen photographs as required to illustrate the quality and/or quantity of material.
   e. Photograph Acceptance and Nursery Review: acceptance of material through photographs does not preclude rejection of unsatisfactory material upon delivery. The Owner's Representative reserves the right to refuse review from photographs or at the grower if, in his judgment, suitable material or sufficient quantities are not available. Contract shall insure a sufficient quantity of plants will be available whenever trips are arranged to a nursery for the purposes of tagging material for the project.
   f. Unavailable Material: If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract price. Substantiate such proof in writing no later than 15 calendar days after award of contract.

Guarantee

1. The Contractor shall guarantee the plant materials for a period of one (1) year after final acceptance. Replace all dead or defective plant materials not in vigorous, thriving condition within two (2) weeks after notification from Owner. Plant materials which have partially died so that shape, size, or symmetry has been damaged shall be considered subject to replacement. Rejection of plant materials by the Owner shall be final.

2. Contractor shall replace plant material with same kind and size as originally planted at no cost to the Owner. Repair any damage, including ruts in turf or bed areas, incurred in making replacement. Provide one year warranty on replacement plants.

3. Replacement Quantities: Contractor shall be held responsible for a maximum of two (2) replacements for each failed tree and shrub, and same area of groundcover planting after final acceptance during the warranty period.

4. At the direction of the Owner, plant material may be replanted at the start of the next planting season. In such cases, remove dead plant materials within one (1) week of notification from the Owner.

5. Guarantee after final acceptance excludes replacement of plant materials because of injury by storms, drowning, drought, hail, freeze, insects, diseases, mechanical injury by humans or machines, and theft.

6. Plants shall be guaranteed to be true to species, variety or cultivar as specified.

Maintenance Until Final Acceptance

1. The Contractor shall maintain all plant materials from time of planting until final acceptance.

2. Maintenance shall consist of, but is not limited to:
   • Weeding
   • Watering
   • Pruning (with the consultation of the Owner)
   • Spraying
   • Disease and Insect Control
   • Tightening and Repairing Stakes and Guys
   • Resetting and Straightening Plants
   • Replacement of Unacceptable Materials
   • Mowing of Adjacent Turf Areas (within project site limits)
3. Plant materials shall be tended to at least weekly by the Contractor necessary to insure normal, vigorous, healthy growth.
4. At Final Acceptance, all plant materials and plant areas must be in healthy growing condition, insect free, weed free, pruning complete, and tree staking secure.

Product Delivery, Handling, and Storage

Delivery
1. Deliver all plant materials with legible identification labels:
   a. Label trees, groups of containers of like shrubs and ground covers.
   b. State on each label the correct plant name and size indicated on the plant list.
   c. Use durable, waterproof labels with water-resistant ink which will remain legible for a minimum of 60 days.
2. Protect plant materials during delivery to prevent damage to root ball or desiccation of leaves.
3. The Contractor shall notify the Owner ten (10) days in advance of delivery of all plant materials.
4. Owner reserves the right to inspect all delivered materials. If determined by the Owner that delivered materials are non-conforming to the plans and specifications, Contractor shall remove the rejected materials immediately from the site.
5. Deliver soil amendments to site and include with the delivery ticket the manufacturer's guaranteed chemical analysis, name, trademark and conformance to state law.

Storage
1. If a storage site is necessary, the Owner will determine the storage site at the Pre-Construction meeting after the award of the contract.
2. Contractor shall erect a temporary fence and store material inside of the fenced area.
3. Contractor shall be fully responsible for the storage site.
4. Storage at the planting site shall not be permitted without written consent of the Owner.
5. Plant materials will be stored in partial shade and protected from the weather.
6. Contractor shall provide water for irrigating and maintaining stored materials.
7. Any Balled & Burlapped (herein referred to as B & B) plants not installed on the same day they are delivered shall be heeled in on the day of receipt at storage area to protect them from drying. The root ball shall be completely covered with moist sawdust, bark mulch, wood chips, peat moss, or other similar material, and kept covered until planted. The B & B plants shall be immediately watered in and kept moist until planting.
8. No B & B material shall be left with the root ball not heeled in for more than twelve (12) consecutive hours. Such plants shall be rejected, removed from the site, and replaced at the Contractor's expense.
9. All stored plant materials shall be maintained by the Contractor in a healthy, vigorous condition until planting.
10. The Contractor shall maintain the storage area in a neat and orderly manner. If, in the opinion of the Owner, the storage area becomes unsightly, the Contractor shall clean up the storage area within two (2) days of notification.
11. At the completion of the contract, the Contractor shall remove the temporary storage fence and all debris in the area. The Contractor shall restore the storage area to original condition including, if necessary, grading and turf re-establishment.

Handling
1. The Contractor is cautioned to exercise care in handling, loading, unloading, storing, and planting of plant materials. Plant materials that have been damaged in any way will be discarded and if installed, shall be replaced with undamaged materials at the Contractor's expense.
2. B & B plants shall be lifted by use of a tree sling around the root ball by either physical or mechanical power to lift, whichever is appropriate.
3. Do not pick up container or B & B materials by the stem or trunk.
4. Do not drop plant materials.
5. Plant materials having a root ball which is loose, cracked, broken, or "mushroomed" either before or during the process of planting shall be rejected, removed, and replaced at the Contractor's expense.

Materials

Plant Materials (see plans for types and sizes)
1. All plants shall have a habit of growth which is normal for the species and cultivar and shall be sound, healthy, vigorous, full, well branched and well formed.
2. Plant materials shall be free of disease or prior disease damage, sun scald, windburn, abrasion, harmful insects or insect eggs, prior insect damage, knots, fresh abrasions of the bark, and other objectionable disfigurements.
3. Tree trunks shall be sturdy, single leader, straight, free of weak crotches, scars, dead wood, crossed or broken branches and mistletoe infestation.
4. Plant materials shall have well "hardened" systems and vigorous and fibrous root systems which are not root or pot bound.
5. In the event of disagreement as to the condition of the root system, the root systems of the plants will be determined by removal of earth from the roots of no less than two (2) plants nor more than two percent
(2%) of the total number of plants of each species or variety. Where container grown plants are from
several sources, the roots of not less than two (2) plants of each species or variety from each source
will be inspected.

6. In case the sample plants inspected are found to be defective, the Owner reserves the right to reject the
entire lot or lots of plant materials represented by the defective samples.

7. Plants shall bear label from the grower certifying genus and species. Labels should be securely
attached and waterproof bearing legible designation of botanical and common mane.

8. Any plant materials rendered unsuitable for planting because of this inspection will be considered as
samples and will be provided at the Contractor's expense.

9. All plant materials shall equal or exceed the minimum measurements specified in the plant list. They
shall be measured with the branches in normal positions before any pruning is done. Plant materials of
the same variety used in a single project shall be of a uniform size.

10. Plant materials larger than specified in the plant list may be used if approved by the Owner but use of
such plant materials shall not increase the contract price. If larger plant materials are approved, the root
ball shall be increased in proportion to the size of the plant according to the American Standard for
Nursery Stock.

11. All plant material not conforming to the requirements herein specified shall be considered defective and
such plant material, whether in place or not, shall be marked rejected and immediately removed from
the site and replaced with new plant material at the Contractor's expense.

12. Pruning: at no time shall plant material be pruned, trimmed or topped prior to delivery and any
alteration of their shape shall be conducted only with the approval and when in the presence of the
Owner.

13. Plant materials designated B & B in the plant list shall be balled and burlapped with the root ball sizes
and ratios conforming to the American Standard for Nursery Stock. They shall be dug with firm natural
balls of soil for full recovery for the plant. Root balls shall be firmly wrapped with burlap or similar
biodegradable material and bound with twine or wire mesh.

14. Container grown plants shall have sufficient root growth throughout the root ball to hold the soil intact
when removed from containers, but shall not be root bound. They shall have been grown in the
containers in which they are received for a period of no less than 6 months and no more than two years
with the exception of large container grown shrubs, small ornamental trees or specimen plants in 20
gallon or larger containers. Plants designated as container grown shall have been produced from
seedlings, bare root whips or rooted cuttings which were originally potted into containers and have
never been field grown. Containerized plants (B&Bs which have been dug, placed into a container and
grown on) will not be acceptable as a substitute for container grown plants.

15. Ground covers shall be established and well-rooted, and shall have sufficient roots throughout the root
ball to hold the soil intact after removal from the pot without being root bound. Plants shall have runners
meeting the minimum requirements for number and length as listed in ANSI Z60.1-2004. Species which
are not listed there shall have minimum requirements stated in the Plant List. If discrepancies exist
between the minimum sizes specified in the Plant List and in the ANSI list, the larger sizes shall be
considered the minimum.

16. Plants meeting the requirements specified in the Plant List but not possessing a normal balance
between height and spread according to the American Standard for Nursery Stock will be rejected.

17. All plants shall have been grown or acclimatized under climatic conditions similar to those in the locality
of the project.

18. B&B plants shall be dug and prepared for shipment in a manner that will not cause damage to future
development after planting. Loose, off-centered, or flattened root balls will not be accepted. No plant
shall be bound with wire, rope or other material at any time so as to damage the bark, break the
branches or destroy the plant's natural shape.

19. Root balls of all plant materials are to be free of established weeds including but not limited to briars,
bindweed, poison ivy, poison oak, nut sedge, dallis grass and Johnson grass.

20. Plant material shall be true to botanical and common name and variety. Deciduous plant materials
found to be not true in name and variety after leafing out stage or blooming time will be rejected by the
Owner and replaced with the proper plant material at the Contractor's expense.

21. Any plant material failing to meet all applicable specifications as outlined shall be rejected and removed
from the planting site and/or storage area within 5 days after rejection by the Owner.

22. All plant material shall be nursery grown stock except as noted on the plans or as approved in writing by
the Owner. If required, provide proof that material was nursery grown. All rejected stock shall be
replaced at Contractor's expense.

23. Trees with a specified trunk caliper of 3 inches or greater shall not branch less than 4 feet above finish
grade unless specified as multi-trunk.

24. Any plant materials grown in "grow bags" shall have the bags removed before planting.

25. B&B materials shall have all wire, twine, burlap removed to the bottom of the root ball prior to
backfill.

Imported Topsoil • Screened sandy loam from a source approved by the Owner, 100% passing through a 1" screen and
95% passing through a 2mm sieve.
   o Sand (2.00mm to 0.50mm)  40%-50%
UNT Library Mall Fountain

- Silt (0.050mm to 0.005mm) 30%-40%
- Clay (0.005mm and smaller) 10%-30%
- pH range from 6.5 to 8.0

- Free of subsoil, brush, stumps, roots, organic litter, objectionable weed, clods, shale, stones 1” diameter and larger, extraneous or toxic substances harmful to plant growth.
- Presence of vegetative parts of Bermuda grass, Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of topsoil. Topsoil found to be bearing these materials which has been incorporated into planting site shall cause all of the soil from that part of the site to be removed and replaced at the Contractor’s expense with soil mix meeting specifications.
- In order to insure conformance, samples of the import topsoil shall be submitted by the Owner, after award of the contract, to a laboratory for analysis prior to and following backfilling. Contractor shall make available to the Owner information regarding time and location at which topsoil will be available for sampling. Cost of testing soil samples not meeting specifications shall be paid by the Contractor.

Compost:
- pH balanced; fully finished compost that meets or exceeds the requirements set forth by the United States Department of Agriculture, the United States Composting Council, and State composting requirements. Acceptable compost is as supplied by Soil Building Systems, Dallas, Texas, (972) 831-8181 or equivalent as determined by the Owner.

Expanded Shale:
- shall be rotary kiln expanded shale and clay lightweight aggregate as manufactured and supplied by Texas Industries, Inc. (TXI), Dallas, (972) 647-3806 or approved equal by as determined by Owner.

Sharp Sand:
- cleaned, washed sand, fine to coarse sizes, free of clay lumps or other objectionable materials.

Water:
- Contractor shall furnish temporary hoses and connections as required. If water is not readily available on site, Contractor shall furnish water to insure that all plant materials remain in vigorous, healthy growing condition.

Tree Paint:
- Morrison Tree Seal, Cabots Tree Paint or approved equal.

Soil Erosion Netting:
- “Soil Saver” or approved equal.

Steel Edging:
- 4inches by 3/16 inch, (heavy gauge) with stakes as approved by the Owner.

Staking Materials:
- Below Grade Nail Stake (www.treestakesolution.com) or approved equal

Mulch:
- Coarsely shredded decomposed (heat sterilized) hardwood mulch with frayed edges. No soft green or unprocessed materials allowed. Jemasco or Soil Building Systems mulch is acceptable or equivalent as approved by Owner.

Execution

Inspection
1. Contractor shall verify that established grades are correct.
2. Contractor shall verify all underground utilities with the appropriate utility owners. Neither the Owner nor the Owner takes responsibility for utility information on the plans.
3. Contractor shall see that all planting areas are free of all weed and foreign material prior to beginning planting.
4. Contractor shall inspect trees, shrubs, and ground cover plants for injury, insect infestation, and trees and shrubs for proper size and shape.
5. Contractor shall not begin planting until deficiencies are corrected or plants replaced. To begin work indicates acceptance of site conditions by Contractor.
6. Obtain written approval from Owner of planting location layouts, and bed preparation prior to installation of trees, shrubs, and ground cover.

Tree Protection
- The following provisions apply to existing trees adjacent to the line of work which are to remain on site through construction and after the project is finished.

1. Tree protection will be constructed using metal posts and chain link fence. Fence shall be a minimum of 3’ outside of the drip line of the tree. Fence will be maintained and not taken down for any reason without approval from UNT Grounds Manager or UNT System Landscape Architect. Install and maintain a minimum of 3” composted material comprised of shredded hardwood mulch. City of Denton, Jemasco and Living Earth are examples of materials available for use.
2. Water trees during construction to maintain moisture levels enjoyed by the tree prior to construction.
UNT Library Mall Fountain

3. Any roots broken and disturbed during construction operations shall be immediately cleanly cut back to solid wood and sprayed with root sealant. Do not leave uncut, frayed roots without immediate treatment and UNT is to inspect any trench before filling occurs.

4. Do not mechanically trench under trees. Trench using Air Spade Technology offered by Root Flare Services, Dallas, TX, or bore underneath.

5. Do not pile any soil, equipment or materials under drip lines of trees - maintain original soil level for any tree remaining on site during construction.

6. Contractor shall prune low hanging limbs to provide ground clearance and avoid being broken off by heavy equipment. Tree work to be done by an established, experienced tree care company to proper arboriological standards. All cuts to be slightly outside the collar of the limb, 1/8-1/4 inch, cuts over 3/4” to be painted with a tree pruning paint, cut limbs to be removed from site. Pruning for ground clearance shall be completed prior to demolition/construction.

7. When the proximity of the project to an existing tree does not require work to be done within the tree’s drip line or CRZ-Critical Root Zone, the Contractor shall take all necessary precautions to protect this area from equipment damage. The area within the CRZ shall not be used for storage of any material, trash or rubbish, dumping nor travel or parking of any equipment. Any trash or other materials found within the drip line shall be removed on the same day as it is found. If in the opinion of the Owner, the Contractor has not taken the necessary precautions to protect the area within the drip line, a chain link fence shall be constructed around the tree under the drip line at the direction of the Owner. Any damage caused by such materials, its placement or removal shall be repaired, or if repairable and a major hazard to the tree’s health, Owner may order that the tree be removed and replaced with a comparable tree all at Contractor's expense.

8. Any damage caused to an existing tree’s canopy, limbs, trunk(s) or root system shall be repaired at Contractor’s expense and such repairs included in the one year guarantee of the project.

Plant Locations and Measurements

1. Stake outline of planting beds on ground.
2. Stake locations of trees.
3. Place shrubs and ground cover in indicated locations.
4. Notify the Owner of discrepancies between plant quantities or types indicated on the plans and actual conditions prior to planting.
5. Plants, locations, bed outline, and bed preparation must be approved by the Owner in writing, prior to beginning planting operations.

Final Grades

1. Minor modification to grade may be required to establish the final grade.
2. Fine grading shall insure proper drainage of the site as determined by the Owner.
3. All areas shall be fine graded so that finished grades will be a minimum 1” in lawn areas and 2” in shrub and ground cover areas, below adjacent paved areas, sidewalks, headers, cleanouts, drains, manholes, etc. or as indicated on the plans.
4. Surface drainage shall be away from all building foundations at a 2% minimum for 5’ minimum.
5. All erosion scars shall be filled and compacted prior to planting installation.
6. Disposal of any unacceptable or excess soil shall be done at a location approved by the Owner at the expense of the Contractor within 48 hours of notification by the Owner.

Excavation Under Existing Trees to Remain

1. Soil shall not be excavated for soil preparation purposes from anywhere within the CRZ - Critical Root Zone of any existing tree which is to remain on site.
2. Tree canopy shall be thinned up to 25% to compensate for feeder root loss due to tilling. Pruning shall conform to specifications.
3. Where the Planting Plan designates plantings to be added to the project under existing trees, the soil preparation in those areas shall be as follows:
   a. Air spade the soil loose to three (3) inch depth around the base of the tree within the existing root system-no rototilling.
   b. Remove all weeds by hand once soil is loosened.
   c. Install one half (1/2) inches settled depth of compost to loose soil.
   d. Hand mix compost with loose soil OR air spade mix the two soils together.
   e. Water beds to promote weed germination of dormant weeds and grasses.
   f. Treat weeds in beds with an application of organic herbicide and hand pull.
   g. Remove weeds after recommended herbicide treatment period by hand digging.
   h. Remove rocks, loose root pieces, trash, dirt clods or other objects 1” and greater in size from the planting bed.

Pits

1. Shape
   a. Vertical sides with roughened edges and flat bottoms
   b. Tree pits to be SQUARE
UNT Library Mall Fountain

2. Size for Trees: Trees with root balls less than 4' in diameter shall be planted in square pits at a minimum of at least twice the size of the root ball but in no case shall the pit be less than 2' wider than the root ball. Pit to be no deeper than 2" shorter than the height of the root ball.

3. Size for B & B shrubs: 1' wider than the root ball.

4. Size for container grown shrubs and ground covers: twice the diameter of the root ball but the root ball shall not be less than 3" from the side of the pit.

5. Planting pits shall be dug to a depth necessary that plant materials are slightly above finish grade of the mulch.

6. Planting pits found to be surrounded by soil, rock, or other materials of a density sufficient to prevent proper drainage shall have some suitable alternate drainage system approved by the Owner installed to provide adequate drainage. Such situations shall be brought to the attention of the Owner for correction before planting.

Ground Cover Beds: excavate existing soil to the depth noted in SECTION 3.06 of these specifications.

Obstructions Below Ground
1. Remove rock or underground obstructions to a depth of 6" below bottom of plant ball or root ball, measured when plant is properly set at the required grade.

2. If underground obstructions cannot be removed, notify the Owner for new instructions.

3. Do not damage underground utility lines.

4. If utility lines become damaged, repair damage to the lines the same day they are damaged at no additional expense to the Owner.

Disposal of Excess Soil
1. Use acceptable, excess excavated topsoil for filling holes, pits, and beds as directed by the Owner.

2. Any topsoil scraped from the site, stored, and not re-used within the new landscape is to be delivered to Owner's storage facility.

3. Dispose of unacceptable or unused soil at an off-site location, as approved by the Owner, at the expense of the Contractor.

Soil Preparation

Soil Preparation for Shrub and Ground Cover Beds
1. Pre-Plant Weed Control
   a. If live perennial weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide as recommended and applied by an approved licensed landscape pesticide applicator. Leave sprayed plants intact for at least fifteen (15) days to allow systemic kill. Apply herbicide in strict accordance with manufacturer's instructions.
   b. Clear and remove these existing weeds by scraping or grubbing off all plant parts at least 1" below the surface of the soil over the entire area to be planted.

2. Backfill for Shrub and Ground Cover Beds
   a. Remove existing soil to an overall depth equal to ten (10) inches below finish grade.
   b. Till exposed soil to a minimum depth of six (6) inches.
   c. Add three (3) inches of expanded shale and rototill to a depth of six (6) inches.
   d. Add three (3) inches of pH balanced compost and rototill to a depth of six inches.
   e. Mulch all planting areas when plant installation is complete with a minimum settled depth of three (3) inches of composted shredded hardwood mulch.
   f. Notify Owner for soil inspection after initial excavation and prior to loosening the exposed soil.

3. At time of planting, all areas to be planted shall be free of stones, stumps, or other deleterious matter 1" in diameter or larger and shall be free from all wire, plaster or similar objects including construction debris that would be a hindrance to planting or maintenance.

Prepared Backfill for Trees
Backfill with native soil to within 9" of finish grade. Final 9" to be 1 part native soil to 1 part compost.

Planting Installation

General
1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice or approved by the Owner. Do not install plant materials when ambient temperature may drop below 35 degree F or above 100 degrees F. Commence landscaping work when the site is free of rocks and debris.

2. Only as many plants as can be planted and watered on that same day shall be distributed in a planting area.

3. Containers shall be opened and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken. Scarify/loosen/gently cut roots on the outside of the rootball just prior to planting.

4. Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around plant material.

5. Thoroughly settle plant by watering and tamping planting mixture.

6. Rake planting beds level before and after planting.
7. Thoroughly water all plant materials after planting.
8. Rootball stake all trees according to the specifications.
9. Protect all areas from excessive soil compaction when trucking plants or other material within the project site.

Balled and Burlap Plants (B & B)

1. Place on undisturbed soil in square pit.
2. Place in center of pit, set plumb with best, most full side to the front of the bed where such a front exists.
3. Root ball shall stand, after settlement, at the same depth at which it originally grew or maximum 2” above finish grade.
4. Materials planted either too deep or too shallow shall be reset to proper depth. Loose or broken root balls due to resetting shall be replaced at Contractor's expense.
5. The pit shall be backfilled halfway with specified soil mix, the soil tamped down and watered in to settle the backfill.
6. Cut and remove all binder rope, twine, and wire from around the trunk to the bottom of the root ball.
7. Tree shall not be moved, turned or picked up after the binding rope and burlap has been cut and removed.
8. Use amended backfill soil to construct an earthen watering basin around each tree. Basin shall hold 5” of water above finish grade and shall be constructed just around the outside diameter of the planting pit.
9. Each tree shall be watered with enough water to fill the basin and left to soak into the ground.
10. Mulch each tree with a 3” layer of mulch within the water basin, keep mulch 3” 6” from the base of the trunk.
11. Construct watering basins around all newly planted trees.

Container Grown Plants and Ground Covers

1. Shrubs and ground covers shall be planted at the on-center spacing distances specified. Except where the design indicates single rows of plants, all shrubs and ground covers shall be planted on triangular spacing.
2. Plant in pits six (6) inches greater in diameter than root balls or container diameter.
3. Score rootball vertically at four (4) equal points around the edge prior to planting.
4. All plants shall be planted upright, except where instructed otherwise, and faced to give the best appearance or relationship to adjacent plants or structures.
5. Plants shall be placed in the center of each hole and set plumb. The root ball shall stand, after settlement, 1” higher than it originally grew. Plants planted either too deep or too shallow shall be reset at the proper depth by the Contractor at his expense. Plants which are damaged by the resetting operation shall be replaced at Contractor's expense.
6. On B&B shrubs, cut and remove all binder rope, twine, burlap or wire from around the shrub crown to the bottom of the root ball. B&B shrubs shall not be moved, turned or picked up after the binding rope and burlap have been cut.
7. Planting holes shall be backfilled with approved soil. Backfill shall be carefully compacted so as to avoid injury to the roots while filling all voids.
8. All shrub and ground cover planting areas shall be thoroughly watered immediately after planting so that the soil is moistened to the full depth of the root ball. After settling, plants shall be checked for proper planting depth and soil mix added to bring any low areas to proper level.
9. After planting, soil in the shrub/ground cover beds between the plants shall be cultivated and raked smooth and level.
10. Mulch the entire bed with a 3” settled layer of shredded hardwood bark mulch. Keep mulch approximately 2” away from plant crowns to avoid rot. Rake mulch layer smooth.

Seasonal Color - Bedding Plants

Seasonal Color - Bedding Plants shall be installed only if indicated on the plans. Seasonal Color - Bedding Plants shall be installed in planting beds as prepared for shrubs and ground covers.

1. Bedding plants must not be pulled from their containers by stems or foliage; they are to be removed in a manner which will avoid damaging either the plant stems, leaves or roots.
2. All plants shall be planted so that, after settlement, the root ball will be at the same level as that at which it originally grew. Root balls must not be flattened nor plants pushed down into the soil in order to achieve correct planting depth.
3. On-center spacing shall be as indicated on the landscape plan and shall be in a triangular pattern. Rows shall be straight and even.
4. Planting holes shall be 2" larger than the root ball of the bedding plants. Plants shall be gently placed in the holes and backfill soil mix firmed around each one in a manner which will avoid injuring roots while filling all voids.
5. Plants shall be watered in thoroughly immediately after planting to a depth greater than that of the root ball of the plants.
6. After planting, soil areas between plants shall be raked smoothed to an even, level surface.
8. Care shall be exercised at all times to protect the plants after planting. Any damage to bedding plants caused by trampling or other operations of this Contract shall be repaired immediately at Contractor's expense.

Seasonal Color - shall be installed only if indicated on the plans. Seasonal Color shall be installed in planting beds as prepared for shrubs and ground covers.

Mulching
1. Cover watering basins and/or planting beds evenly with a layer mulch a minimum of 3" deep. Do not place mulch within 3” - 6” of tree trunks or within 2” of shrub crowns.
2. If the plans designate areas on slopes to receive erosion control netting, do not mulch.
3. Water immediately after mulching.
4. Hose down planting area with a fine spray to wash mulch off leaves of plants.

5. Pruning and Repair
   a. After planting, trees shall be pruned and injuries repaired.
   b. Other than collected B & B materials, the amount of pruning shall be limited to the minimum necessary to remove dead, damaged or conflicting branches.
   c. Do not prune evergreens, except to remove injured branches.
   d. All cuts shall be made just outside the natural growth collar at the base of the branch where it emerges from an adjacent trunk or branch.
   e. Typical growth habit of each plant shall be retained as much as possible.
   f. All cuts larger than 3/4" in diameter shall be trimmed back to healthy tissue if needed, smoothed so as not to retain water and painted with tar base tree pruning paint.
   g. All pruned materials shall be removed from the site daily.

Soil Erosion Netting
1. Install where shown on plans, prior to planting.
2. Install soil erosion netting per manufacturer's instructions.

Steel Edging
1. All planter beds which contact turf areas shall be edged between bed and turf, whether or not indicated on the plans, with specified steel edging. Set edging 2” above the turf finish grade. Top of mulch in planter beds will be level with top of steel edging.
2. Edging shall conform smoothly to any planned curves or straight areas along the bed's edge and shall be uniformly level.
3. Install per manufacturer's instructions.

Staking
Root ball stakes shall be provided as indicated on the tree planting details.

Watering
1. Water as required when soil moisture is below optimum level for best plant growth.
2. If an existing irrigation system is not available at time of planting installation, Contractor shall be responsible for providing water for planting procedures and maintenance through to final acceptance.

Weed Control
1. Contractor shall maintain all planting areas free of weeds from the beginning of construction until final acceptance and assumption of maintenance by the Owner.
2. Weeds germinating from seed blown into planting areas either before, during or after approved soil mix is placed shall be controlled by chemical application. At no time will weeds be allowed to form seed in the project area.
3. Existing turf areas within the project limits which are to remain shall be maintained weed free during the course of construction and until final acceptance and assumption of maintenance by the Owner. Applications of appropriate herbicides which will kill weeds while not injuring the desired turf grass species shall be made on a periodic and timely basis, but at no time will weeds be allowed to form seed in the project area.
4. All chemicals used shall be applied in a manner and rate consistent with manufacturer's label directions and with such care that desired plant material either existing or being installed will sustain no injury from the chemical. Any plant which does sustain injury due to incorrect usage, application or choice of chemical shall be replaced at Contractor's expense. Any soil which may become contaminated due to the type or rate of chemical used shall be removed from the site, disposed of in a legal manner and replaced with uncontaminated, approved soil mix. The Contractor assumes all responsibility for any costs associated with chemical application during the construction of the project.
5. Weeds which may not have yet formed seed but have reached such a size as to be unsightly shall be immediately removed by hand pulling. The entire weed plant shall be removed including both top-growth and roots.

Clean Up
1. Excess and waste materials including plants, containers, excess soil, bags, trash, etc. shall be removed completely from the worksite daily.
2. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site.
UNT Library Mall Fountain

3. At the end of each work day Contractor shall leave the site area broom-clean and shall wash down all paved areas within the Contract area, leaving the premises in clean condition. All sidewalks, paths, curbs and roads shall be left in a clean and safe condition.

Measurement and Payment:
Work and acceptable material shall be measured and payment made as specified in the Bid Documents. Price bid shall be full compensation for furnishing labor, materials, equipment and performing operations necessary to install the work, complete in place, in accordance to the plans and specifications.

Site work:
Remove 6 inches of acceptable topsoil from building site, if available, and store on UNT property for future use in the landscape. Should any asphalt parking lots be removed from the site, grind up the material and provide UNT with first option of such material for use on UNT land. Removal of concrete site work to be complete and will be removed from UNT property and disposed of in an appropriate environmentally sound manner. Transfer of this material to a company that crushes the concrete for reuse is the most environmentally sound solution for the proper disposal of said material. Simply burying the material in a landfill is not a suitable alternative. Trees that will be saved should be protected during excavation of the site.

Tree Protection: See Landscape Planting Section above.

General:
Plants need triangular spacing - do not plant on square patterns. Plan the spacing for mature size of the plants - DO NOT CROWD plantings. Shrubs that will be large at maturity should be planted at 4" O.C. (on center) or greater spacing. Most small and medium shrubs should be planted a minimal 3" O.C. See appendix G, Figure 8 for shrub planting detail. Plant spacing to be verified by Landscape Architect and the UNT Grounds Manager prior to installation as site adjustments may be needed. Ground covers can be as close as 6" O.C. if in small containers or as much as 18-24" O.C. if one gallon size or larger. Trees should be planted in square holes and a reasonable distance from the building as determined by the mature size of the tree, so as to minimize maintenance requirements in future years. See Appendix G, Figures 9 & 10 for tree planting details. Plants/shrubbery located next to buildings, walls, fences, etc., need to be a minimum 3' from those surfaces; and shrubs should be planted a minimum of 1/2 their mature size/width from sidewalks so as to prevent constant maintenance of said shrub off the walk. Plants/shrubbery with sticker type leaves need to be a minimum of 1/2 the diameter of a mature plant size plant x1.5 away from a sidewalk or pedestrian pathway (e.g.: 4' wide mature Yucca would be 2'(diameter) x 1.5 = 3' from a sidewalk minimum. Spreading groundcovers shall be planted 2 feet off edges or other hard surfaces to allow for growth. Groundcovers such as clump grasses may be as close as 6 inches from a hard surface. No climbing vines are allowable (e.g., ivy).

Bed preparation to be Earth Kind Bed Prep Method (Aggie Horticulture) and shall include amending the existing site soil to a minimum depth of 14 inches. Acceptable bed preparation is the following: Once construction is complete, remove the top 8 inches of garbage soil and trashy materials in all areas to be landscaped. Add 3 inches of expanded shale and rototill 8 inches into the subsoil. Then add 3 inches of pH balanced compost and rototill that into the top 6 inches of subsoil/shale mixture.

The expanded shale can be purchased from TXI Materials and the pH balanced compost can be purchased from Soil Building Systems - both companies are Dallas based. All landscape beds to receive 3 inches of shredded hardwood mulch, such as Jemasco or equivalent. A sample should be provided for approval.

Sidewalks:
See Section B 2.3.

TURF ESTABLISHMENT/ SOD:

General Conditions
The requirements of the University of North Texas Uniform General Conditions and Supplementary General Conditions, 2013 Amended shall apply to all work of this section with the same force and effect as though repeated in full herein.

Scope of Work
Furnish all labor, materials, and equipment necessary to install, maintain, and establish the solid sod in accordance with the plans and as specified herein.

Definitions
Final Acceptance of Installation: this acceptance will be granted upon completion of installation of all sod according to the plans and as specified herein.
Final Acceptance of Installation shall not occur before the Final Inspection.
Final Inspection: the last inspection immediately prior to Final Acceptance of installation.

Architect: Architect or Architect's Representative
Owner: University of North Texas.
Contractor: General Contractor or any sub-contractor responsible for the work specified herein.

Quality Assurance
1. Contractor's Qualification: Demonstrated experience on projects of similar characteristics and size.
2. Source Quality Control
   a. The Owner reserves the right to inspect and approve the source of the sod before it is cut, after it is cut and upon delivery to the site.
   b. Inspection at the source does not preclude the Owner's right to reject the sod at the job site.
3. Reference Standards
4. Official Method of Analysis of the Association of Official Analytical Chemists
5. Substitutions
6. Substitution request for any material must be made in writing to Owner within 15 days after the award of the bid.
7. Substitutions must possess same characteristics as material for which are to be substituted.
8. Substitutions submitted on materials of greater value than specified materials shall be provided at no additional cost to the Owner.
9. Submit to the Owner, prior to delivery to the site, a Grower's certification that the sod meets the specification requirements.
10. Damage to Existing Site Amenities
    a. Repair of damage to existing site amenities to remain shall be repaired to equal or better condition prior to construction activity.
    b. Damage to existing irrigation and electrical lines to remain shall be repaired within 24 hours of damage occurrence. If not repaired within the specified time, the Owner has the right to make such repairs as necessary and all costs incurred shall be charged to the Contractor.

Guarantee
Contractor shall guarantee the turf establishment-sold sod for a period of one (1) year after final acceptance of the entire project.

Maintenance Until Final Acceptance
1. The Contractor shall maintain all sodded areas from the time of application until final acceptance of the entire project.
2. Maintenance shall consist of, but is not limited to:
   a. Weeding
   b. Watering
   c. Mowing
   d. Edging

Products
Materials
Sod
1. Species: Celebration Bermuda Grass (Cynodon dactylon 'Celebration') unless specified otherwise on the plans. Sod shall not be over seeded. Provide certification ticket from grower at time of delivery.
2. A minimum of 90% of the plants in cut sod shall be species as specified. The sod shall be free of weeds or undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance.
3. Sod shall be cut with approved machine sod cutters and shall have a uniform soil thickness of ¾ inch.
4. Sod shall be cut into 12” x 24” rectangles or rolled sod as approved by the Owner.
5. Sod shall be uniform in color, leaf texture, and shoot density, and shall be in healthy vigorous growing conditions, free of diseases and insects.

Fertilizer
1. 3-1-2 ratio multipurpose organic fertilizer, or approved equal.
2. The fertilizer shall be delivered to the site in bags or other convenient containers,
   each fully labeled, conforming to the applicable state fertilizer laws, and bearing the name, trade name or trademark, and warranty of the producer.
3. NO Petrochemical fertilizers are to be used.

Water: Contractor shall be responsible to provide potable water for the installation of the sod if no irrigation system exists at the time of sod planting.
UNT Library Mall Fountain

Import Topsoil

1. Friable, fertile, dark screened sandy loam from a source approved by the Owner, 100% passing through a 1" screen and 95% passing through a 2mm sieve.
   a. Sand (2.00mm to 0.50mm) 40%-50%
   b. Silt (0.050mm to 0.005mm) 30%-40%
   c. Clay (0.005mm and smaller) 10%-30%
   d. pH range from 6.5 to 8.0

2. Free of subsoil, brush, stumps, roots, organic litter, objectionable weed, clods, shale, stones 1" diameter and larger, extraneous or toxic substances harmful to plant growth.

3. Presence of vegetative parts of Common Bermuda grass, Johnson grass, nut grass (Cyprus Rotundus), and other hard to eradicate weeds or grass will be cause for rejection of topsoil.

4. The presence of any of the above mentioned materials shall cause the topsoil to be rejected and immediately removed from the site. Topsoil found to be bearing these materials which has been incorporated into planting site shall cause all of the soil from that part of the site to be removed and replaced at the Contractor's expense with soil mix meeting specifications.

5. After the award of the contract, the Owner reserves the right to submit samples of the topsoil to a laboratory for analysis prior to and following backfilling. Contractor shall make available to the Owner information regarding time and location at which topsoil will be available for sampling. Cost of testing soil samples not meeting specifications shall be paid by the Contractor.

Execution

Soil Preparation

1. Eradicate all vegetative materials from the areas to be sodded. The area shall be weed free for a minimum of two weeks prior to completing the soil preparation and sod planting.

2. All areas to be sodded shall be tilled a minimum of 6", raked to true lines and grades, free from all slight grade variations, bumps, ridges and depressions in soil surface. All sticks, stones, roots, clay clods or other objectionable material over 1 inch in diameter which might interfere with the formation of a finely pulverized soil bed shall be removed from the soil prior to raking and planting. Soil is to be loose and friable, not compacted.

3. Once subsoil has been de-compacted and objectionable material 1" and greater removed, add a minimum depth of 4" settled depth of topsoil to loose and friable subsoil prior to placing the sod.

Inspection

1. Contractor shall verify that preceding work affecting subsoil scarification is complete. Request inspection by UNT System Landscape Architect or UNT Ground Manager prior to placing topsoil.

2. Contractor shall verify that soil is within allowable range of moisture content.

3. Contractor shall see that the soil is free of weeds and foreign material immediately before sod application. Remove objectionable material which is larger than 1 inch in diameter and remove from the site. Request inspection by UNT System Landscape Architect or UNT Ground Manager prior to placing sod.

Application

1. Apply a 3-1-2 ratio multipurpose organic fertilizer or approved equal, after placing sod.

2. Sod shall be moist and shall be placed on a moist soil bed.

3. Sod shall be harvested, delivered and transplanted within a period of 24 hours unless a suitable preservation method is approved prior to delivery. Sod not transplanted within this period shall be inspected and approved the Owner prior to its installation.

4. Sod shall be planted end to end, in a running bond pattern, solid over the areas to accept sod as delineated on the plans, firmly pressed into the prepared topsoil with tight/no gap joints between sod pieces. Gaps that develop between sod pieces will be filled with a suitable top dressing material.

5. When roll sod is used, remove netting material prior to placing sod.

6. Upon completion of sodding each contiguous area, the entire area shall be watered in until the soil beneath the sod is moist and then hand rolled with a roller weighing at least 80 lbs. but no more than 100 lbs. All uneven or lumpy areas shall be flattened to a uniform level before the installation will be accepted.

7. No area smaller than one (1) square foot shall be planted with more than three individual trimmed sections of sod and no individual section shall be smaller than six (6) square inches.

8. The top of sod soil shall be ½” below adjacent paving/hard surface..

Sod Establishment - also refer to section Maintenance until final acceptance.

1. Watering
   a. The sod shall be kept moist from the time of its placement until final acceptance of the entire project, and its continued growth is assured.

2. Watering shall be done in a manner which will prevent erosion.

3. Mowing/Edging
   a. Contractor shall be required to mow the sodded areas as needed, minimum 1x/week, from time of application until final acceptance of entire project.
UNT Library Mall Fountain

b. When sod reaches 3 inches in height, mow to 2 to 2 1/2 inches in height.
4. Do not cut off more than 30% of grass leaf in single mowing.
5. Remove grass clippings and dispose of off-site.
6. Edge as necessary to maintain adjacent edge.
7. Weeding: Sod to remain weed from time of installation to final acceptance.
8. Repairing: Any areas that become gullied or otherwise damaged, or any areas of sod that fail to become established satisfactorily, according the Owner, shall be repaired and/or replaced at the Contractor's expense.

Clean Up
1. Remove trash and excess materials from site.
2. Maintain paved areas in clean condition.

Measurement and Payment

Work and acceptable material shall be measured as one lump sum. The work performed and materials furnished will be paid for at the contract price. Bid price shall be full compensation for furnishing labor, materials, equipment, and performing operations necessary to install the irrigation system, complete in place, in accordance with the plans and specifications.

Miscellaneous:
UNT will only accept Balled and Burlap trees (B&B).
UNT DOES NOT WANT container grown trees due to the typical circular nature of roots having been grown in pots.
Tree planting holes to be dug 3X's the width of the ball (minimum) and 1 inch short of the height of the ball. Amend the removed clay soil with ¼ by volume compost or other accepted amendments. Stake newly planted trees with 2-6 foot metal t-posts, wire and rubber hose. Perform percolation test on each tree hole to verify water drainage. Test to be filled and 24 hours later reviewed to determine water retention. If water is retained, determine why and make adjustments to site or provide the ability to drain the excess water.

Planting bed preparation details: see GENERAL above for detail

LANDSCAPE IRRIGATION:

General Conditions
The requirements of the University of North Texas Uniform General Conditions and Supplementary General Conditions, 2013 Amended shall apply to all work of this section with the same force and effect as though repeated in full herein.

Scope of Work
Furnish all labor, materials, equipment, transportation, and services necessary to furnish and install the Irrigation System complete in place, as shown on the drawings and specified herein.

Definitions
Owner: University of North Texas System
Architect: Architect or Architect's Representative
Contractor: General Contractor or any sub-contractor responsible for the work specified herein.
Final Acceptance of Installation: This acceptance will be granted upon completion of installation of the complete irrigation system according to the plans and as specified herein. Final Acceptance of Installation will not occur before the Final Inspection.
Final Inspection: The last inspection immediately prior to Final Acceptance of Installation.

Standards:
ASTM D1785 (ANSI B72.7): Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.

Quality Assurance and Requirements
1. Contractor's Qualifications: Demonstrated experience on projects of similar characteristics and size.
2. Licensed Irrigator: Installation of the irrigation system shall be under the supervision of a superintendent or foreman currently licensed as an Irrigator/Irrigation Installer by the State of Texas.
3. Permits and Inspections
In all cases, where inspection of the irrigation system is required and/or where portions of the work are
specified to be performed under the direction and/or inspection of the Owner, the Contractor shall notify the
Owner at least 24 hours in advance of the time when inspection and/or direction is required, or as specified
under "Observation Schedule".

Any necessary re-excavation or alterations to the system needed because of the failure of the Contractor to
have the required inspections shall be performed at the Contractor's expense.

4. Ordinances and Regulations: All local, municipal and state laws, and rules and regulations governing or relating to
any portion of this work are hereby incorporated into and made a part of these specifications, and their provisions
shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict
with any of the above rules and regulations or requirements of the same. However, when these specifications and
drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger
size than is required by the above rules and regulations, the provisions of the specifications and drawings shall take
precedence.

5. Manufacturer's Directions: Manufacturer's directions and detailed drawings shall be followed in all cases where the
manufacturers of articles used in this contract furnish directions covering points not shown in the drawings and
specifications.

6. Explanation of Drawings:
   a. Due to the scale of drawings, it is not possible to indicate all offsets, fittings, etc. which may be required.
      The Contractor shall carefully investigate the structural and finished conditions affecting all of their work and
      plan their work accordingly, furnishing such fittings, etc. as may be required to meet such conditions.
      Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed
      in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.
   b. All work called for on the drawings by notes or details shall be furnished and installed whether or not
      specifically mentioned in the specifications.
   c. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in
      the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have
      been considered. Such obstructions or differences should be brought to the attention of the Owner. In the
      event this notification is not performed, the Contractor shall assume full responsibility for any revision
      necessary.

7. Damage to Existing Site Amenities
8. Damage to existing irrigation and electrical lines to remain shall be repaired within 24 hours of damage occurrence. If
not repaired within the specified time, the Owner has the right to make such repairs as necessary and all costs
incurred shall be charged to the Contractor.

Contractor’s Responsibility
1. Prior to submittal of bids, Contractor shall acquaint himself with all matters and conditions concerning the site and
existing conditions.
2. Contractor shall be responsible for coordinating his work with the other trades so that all phases of the work may be
properly coordinated without delays or damage to any parts of the work.
3. The Contractor shall be responsible for all sleeves and chases under paving, through walls, etc., unless otherwise
noted on the plans.

Submittals
Material List:
1. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the drawings and
specifications. No substitution will be allowed without prior written approval by the Owner.
2. Complete material list shall be submitted prior to performing any work if different from the plans. Material list shall
include the manufacturer, model number and description of all materials and equipment to be used.
3. Equipment or materials installed or furnished without prior approval of the Owner may be rejected and the Contractor
required removing such materials from the site at his own expense.
4. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the
requirements of the drawings and specifications on the basis of the information or samples submitted.
5. Manufacturer's warranties shall not relieve the Contractor of their liability under the guarantee. Such warranties shall
only supplement the guarantee.
   a. Record and As-Built Drawings:
5. The Contractor shall provide, and keep up to date, a complete "as-built" set of black or blue line prints which shall be
corrected daily and show every change from the original drawings and specifications and the exact "as-built"
locations, sizes, and kinds of equipment. Prints for this purpose may be obtained from the Owner. This set of
drawings shall be kept on the site and shall be used only as a working set.
6. These drawings shall also serve as work progress sheets and shall be the basis for measurement and payment for
work completed. These drawings shall be available at all times for inspection and shall be kept in a location
designated by the Owner. Should these "as-built" progress sheets not be available for review or not be up-to-date at
the time of any inspection, it will be assumed that no work is completed.
8. The Contractor shall make neat and legible notations on the "as-built" progress sheets daily as the work proceeds,
showing the work as actually installed. For example, should a piece of equipment be installed in a location that does
not match the plan, the Contractor must indicate that equipment has been relocated in a graphic manner so as to
match the original symbols as indicated in the irrigation legend. The relocated equipment and dimensions will then be transferred to the original Record plan at the proper time.

9. After final inspection, but before final acceptance, the Contractor shall submit to the Owner the "as-built" prints. These prints shall be submitted before final payment will be made.

10. The Contractor shall dimension from two (2) permanent points of reference, building corners, sidewalk, or road intersections, etc., the location of the following items:
   a. Connections to waterlines.
   b. Connection to electrical power.
   c. Gate valves.
   d. Routing or sprinkler pressure lines (dimension maximum. 100 along routing.)
   e. Sprinkler control valves.
   f. Routing of control wiring.
   g. Quick coupling valves.
   h. Other related equipment as directed by the Owner.
   i. Operation and Maintenance Manuals:

11. Prepare and deliver to the Owner within ten calendar days prior to final inspection, one digital copy and two hard cover binders with three rings containing the following information and:
   a. Index sheet stating Contractor’s address and telephone number, list of equipment with name and address of local manufacturer’s representative.
   b. Catalog and parts sheets on every material and equipment installed under this contract.
   c. Complete operating and maintenance instructions on all major equipment.

12. In addition to the above mentioned maintenance manuals, provide the Owner with instructions for major equipment.
   a. Equipment to be furnished if requested by the Owner:

13. Supply as a part of this contract the following:
   a. Two (2) sets of special tools required for removing, disassembling and adjusting each type of irrigation head and valve supplied on this project, including solenoid wrenches.
   b. Two (2) keys for each automatic controller.
   c. Two (2) quick coupler keys with ells.

14. The above mentioned equipment shall be turned over to the Owner at the conclusion of the project before final inspection can occur.

Delivery, Handling, and Storage

Delivery and Handling

1. Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings.
2. All PVC pipe shall be transported in a vehicle which allows the length of pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point.
3. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping at the expense of the Contractor.

Storage
   If a storage site is necessary, the Owner will determine the storage site at the Pre-Construction Meeting after the award of the contract.

1. Contractor shall erect a temporary fence and store material inside of the fenced area.
2. Contractor shall be fully responsible for the storage site.
3. Storage at the irrigation site shall not be permitted without written consent of the Owner.
4. All PVC pipe shall be covered or otherwise protected from ultraviolet light during storage.
5. Contractor shall maintain the storage area in a neat and orderly manner. If, in the opinion of the Owner, the storage area becomes unsightly, the Contractor shall clean up the storage area within two (2) days of notification.
6. At the completion of the contract, the Contractor shall remove the temporary storage fence and all debris in the area. The Contractor shall restore the storage area to original condition including, but not limited to, grading and turf re-establishment.

Public Convenience and Safety

1. Materials stored about the work shall be so placed and work shall at all times be so conducted as to cause no greater obstruction to the travelling public than is considered necessary by the Owner.
2. The materials excavated, and the construction materials used in the construction of the work, shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, sprinkler systems, sanitary sewers, and fire alarm or police call boxes in the vicinity.
3. The Owner reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four hour notice in writing to the Contractor, save in cases of emergency, when it shall have the right to remedy any neglect without notice and, in either case, the cost of such work done by the Owner shall be deducted from the monies due the Contractor.
4. This project is located on property which could be used by the Public during the course of this agreement. For this reason, the Contractor must observe the utmost care in regards to the Public's safety. Any possible hazards which could result in injury must be eliminated as soon as possible.
5. No trenches, ditches, etc. shall remain open overnight without approval from the Owner.
6. Any ditches which are left open must be covered securely so as to prevent any possibility of injury. It shall be the Contractor's responsibility to eliminate any hazards during and after working hours, and the Contractor must have personnel available who can eliminate hazards which are discovered after normal working hours and on the weekends and holidays.
7. Contractor assumes all responsibility for open trenches, ditches etc.

Substitutions
1. If the Contractor wishes to substitute any equipment or materials for the equipment or materials listed on the irrigation drawings and specifications, they may do so by providing the following information to the Owner for approval:
   a. Substitution requests will be considered only after award of the contract.
   b. Substitution requests must be made within 30 days after award of the contract.
   c. Provide a statement indicating the reason for making the substitution. Use a separate sheet of paper for each item to be substituted.
   d. Provide descriptive catalog literature, performance charts, and flow charts for each item to be substituted.
   e. Provide the amount of cost savings if the substituted item is approved.
2. The Owner shall have the sole responsibility in accepting or rejecting any substituted item as an approved equal to those equipment and materials listed on the irrigation drawings and specifications.
3. Decisions on substitutions by the Owner are final.

Changes in the Work
1. The Owner may, without invalidating the contract, order additional work or alterations to the contract.
2. Minor changes, such as head locations and controller location, which do not involve extra cost and are consistent with the purpose of the work may be ordered by the Owner and no claim for an addition to the contract sum or time schedule will be considered.
3. Any changes which affect the contract price shall be requested in writing and the contract sum shall be adjusted. Any extension of time due to additions in work shall be adjusted at the time of the change order.

Final Inspection
1. A qualified person duly authorized in writing to represent the Contractor shall be present at the final inspection to demonstrate the system and prove the performance of the equipment.
2. Prior to the final inspection, all work under this division shall have been completed, tested, balanced and adjusted and in final operation condition.

Guarantee
1. Materials and workmanship shall be fully guaranteed for one year after final acceptance. All material will be new and the current production model of the material specified.
2. Guarantee is limited to repair and replacement of defective materials or workmanship, including repair of backfill settlement.
3. The Contractor, at his expense, shall repair any defects or replace any defective parts found or occurring during the one year guarantee period within 48 hours of notification by the.

PRODUCTS

Materials
1. General: All materials and accessories shall be of new and unused material. Any section of pipe found to be defective before or after installation shall be replaced with new pipe at the expense of the Contractor. All new irrigation equipment shall be essentially the standard product of the manufacturer. All new equipment furnished shall have in-service performance records sufficient to verify published capabilities.
2. PVC Pressure Main Line Pipe and Fittings:
   a. Pressure main line piping shall be PVC Schedule 40, solvent weld joints.
   b. Pipe shall be made from an NSF approved Type I, Grade II, PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements as set forth in Federal Specification PS-22-70, with an appropriate standard dimension ratio (SOR) (Solvent-weld pipe).
   c. PVC solvent-weld fittings shall be Schedule 40, 1-2, 11-1 NSF approved conforming to ASTM test procedure D2466.
   d. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer. Primer must be purple IPS Weldon P-68 or approved equal.
   d. All PVC pipe must bear the following markings:
      i. Manufacturer's name
      ii. Nominal pipe size
      iii. Schedule or class
      iv. Pressure rating in P.S.I.
      v. NSF (National Sanitation Foundation) approval
      vi. Date of extrusion
   e. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S schedule, and NSF seal of approval.
UNT Library Mall Fountain

3. PVC Non-Pressure Lateral Line Piping:
   a. Non-pressure lateral line piping shall be PVC Schedule 40, solvent-weld joints.
   b. Pipe shall be made from NSF approved, Type I, Grade II PVC compound conforming to ASTM resin specification 0 1784. All pipe must meet requirements set forth in Federal Specification PS-22-70 with an appropriate standard dimension ratio.
   d. Except as noted in paragraphs 1 and 2 of section 2.01B, all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in section 2.01B of these specifications.
   e. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer. Primer must be purple IPS Weldon P-68 or approved equal.

4. Ball Valves:
   Install one ball valve prior to each electric valve location for isolation purposes. Ball Valves shall be of size and type as indicated on the irrigation drawings.

5. Quick coupling Valves:
   Quick coupling valves shall have a brass two-piece body designed for working pressure of 150 P.S.I. with a .75 inch diameter outlet. Key size and type shall match the valve. Rainbird 33ORC with 33OK valve key, or approved equal.

6. Backflow Prevention Units:
   Backflow prevention units shall be of size and type indicated on the irrigation drawings. Install backflow prevention units in accordance with irrigation construction details.

7. Control Wiring:
   a. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U.F. 30 volt. Pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Install in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than #14. All electrical work shall conform to code.
   b. Lay one additional control wire from each controller to the farthest valve in each direction from the controller. This wire control is to be a different color from the other control and common wire.
   c. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible. All wire shall be placed under all pipes in the trench.
   d. Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.
   e. An expansion curl/coil shall be provided within three (3) feet of each wire connection. Curl must be 10 to 15 wraps around a .75 inch pipe. Expansion curl shall be of sufficient length at each splice connection at each electric control, so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wire. Control wires shall be laid loosely in trench without stress or stretching of control wire conductors.
   f. An expansion curl shall be provided every 125-150 feet along all wire runs.
   g. All splices shall be made with Scotch-Lok #3576 Connector Sealing Packs, Rainbird Snap-Tite wire connector, or approved equal. Use one splice per connector sealing pack.
   h. Limit wire splices between the automatic controller and electrical control valves, locate on "as built" drawings.

8. Automatic Controllers:
   a. Automatic controllers shall be of size and type shown on the plans. Ground according to manufacturer's directions.
   b. Final location of automatic controllers shall be approved by the Owner.
   c. Install controller pedestal per the manufacturer's instructions.

9. Electrical Control Valves:
   a. All electric control valves shall be as called for on the plans.
   b. All electric control valves shall have a manual flow adjustment.
   c. Provide and install one control valve box for each electric control valve.

10. Control Valve Boxes:
   a. Use a 10 inch round box with green locking cover for all gate valves, NOS, or approved equal. Extension sleeve shall be used where needed.
   b. Use 12 X 17 valve boxes for valves up to 1 ½”; 17 X 30 for valves 2” and greater with green locking cover for all electrical control valves, NOS or approved equal.

11. Irrigation Heads:
   a. All irrigation heads shall be of the same size, type, and deliver the same rate of precipitation with the diameter (or radius) of throw and discharge as shown on the plans and/or as specified herein.
   b. Spray nozzles shall have a screw adjustment.
   c. Riser units shall be fabricated in accordance with the details shown on the plans.
   d. Riser nipples for all irrigation heads shall be the same size as the riser opening in the body of the head.
   e. All irrigation heads of the same type shall be of the same manufacturer; pop-up spray heads: Irritrol, large turf heads/rotors: Rainbird 5004 series; athletic field turf heads/rotors: Hunter I series (25, 40, 60, 90) or approved equal.
UNT Library Mall Fountain

**EXECUTION**

**Inspection**

**Site Conditions:**
1. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions and receive Owner’s approval prior to proceeding with work under this section.
2. Exercise extreme care in excavating and working near existing utilities. Contractor to call Texas 811 prior to any digging. Contractor shall be responsible for damages to utilities which are caused by their operations or neglect. Verify existing utilities with the appropriate utility owner i.e.: electricity, gas, cable, telephone.
3. Damaged utilities shall be repaired by the Contractor the same day they are damaged.
4. Coordinate installation of irrigation materials including pipe, so there shall be no interference with utilities or other construction or difficulty in planting trees, shrubs, and ground covers.
5. The Contractor shall carefully check all grades to satisfy themselves that they may safely proceed before starting work on the irrigation system.

**Preparation**

**Physical Layout:**
1. Prior to installation, the Contractor shall stake out all pressure supply lines and valve locations.
2. All layouts shall be approved by the Owner prior to installation.

**Water Supply:**
1. Landscape Irrigation system shall be connected to water supply points of connection as indicated on the drawings.
2. Contractor shall verify static water pressure prior to commencement of construction/installation. Should there be a discrepancy between the design pressure and the actual pressure, contact the Landscape Architect before proceeding with the work. Failure to do so will result in the Contractor making necessary changes to the irrigation system without additional cost to the Owner.
3. The Contractor shall provide all required water taps and water meters necessary for the project as indicated on the plans.
4. Connections shall be made at approximated locations as shown on drawings. Contractor is responsible for minor changes caused by actual site conditions.

**Electrical Supply:**
1. Electrical service must be provided to the controllers by the Contractor. The Contractor shall make the final wiring of the controller. Electrical work shall conform to applicable codes.
2. Connections shall be made at approximate locations as shown on drawings. Contractor is responsible for minor changes caused by actual site conditions.

**Installation**

**Trenching:**
1. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on drawings and as noted.
2. Provide for a minimum of eighteen (18) inches cover for all pressure supply lines.
3. Provide for a minimum cover of twelve (12) inches for all non-pressure lines.
4. Provide for a minimum cover of eighteen (18) inches for all control wiring.
5. Install pipe so that writing on pipe can be seen during inspection.
6. DO NOT trench across the critical root zone of a tree. The only permitted trenching under a tree shall be done in wagon-spoke configuration. Trench using AIR SPADE technology or bore under the critical root zone.

**Backfilling:**
1. The trenches shall not be backfilled until all required tests are preformed and inspections are made by UNT staff. Partial backfilling between joints is acceptable to prevent pipe from floating. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones. Backfill shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.
2. Flooding of trenches is an acceptable means of settling soil in the trench.
3. If settlement occurs and subsequent adjustments in pipe, valves, sprinkler heads, lawn or planting, or other construction are necessary, the Contractor shall make all required adjustments without cost to the Owner.

**Trenching and Backfill under Paving:**
1. All piping and wiring under existing and proposed paving shall be in appropriate sized sleeves.
2. Trenches with pipe and wire to be located under areas where paving, asphaltic concrete or concrete will be installed shall be backfilled with sand (a layer three (3) inches below the pipe and six (6) inches above the pipe) and compacted in layers to 95% compaction, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm unyielding condition. All trenches shall be left flush with the adjoining grade. The Contractor shall set in-place, cap, and pressure test all piping under paving.
3. Generally, piping under existing walks is done by jacking or boring, but where any cutting or breaking of sidewalks and/or concrete is necessary, it shall be done and replaced by the Contractor as a part of the contract cost. Permission to cut or break sidewalks and/or concrete shall be obtained from the Owner.

4. Provide for a minimum cover of eighteen (18) inches between the top of the pipe and the top of pavement for all pressure and non-pressure piping installed under any paving.

Assemblies:
1. Routing irrigation lines as indicated on the drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform to the details and plans.
2. Install NO multiple assemblies in plastic lines. Provide each assembly with its own outlet.
3. Install all assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of Owner.
4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before installation. Installation and solvent welding methods shall be as recommended by the pipe and fitting manufacturer.
5. On PVC to metal connections, the Contractor shall work the metal connections first. Teflon paste shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

Automatic Controller:
Install as per manufacturer's instructions. Remote control valves shall be connected to controller in numerical sequence as shown on the drawings.
120 Volt wiring for Automatic Controller: Wire controllers per appropriate code. Install liquid tight conduit when wire must be run above the ground.

Remote Control Valves:
Acquire approval from Owner for all valve locations prior to installation. When grouped together, allow at least twenty-four (24) inches between valve boxes. Install each remote control valve in a separate valve box.

Flushing of System:
1. After all new irrigation pipe lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of irrigation heads, the control valves shall be opened and full head of water used to flush out the system.
2. Irrigation heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Owner.

Irrigation Heads:
1. Install the irrigation heads as designated on the drawings.
2. Spacing of heads shall not exceed the maximum indicated on the drawings and shall achieve head to head coverage. In no case shall the spacing exceed the maximum recommended by the manufacturer.

Temporary Repairs
The Owner reserves the right to have made temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the Owner shall not relieve the Contractor of their responsibilities under the terms of the guarantee as specified herein. Costs incurred from these repairs shall be charged to the Contractor, or withheld from monies due to the Contractor.

Field Quality Control
Adjustment of the System:
1. The Contractor shall flush and adjust all irrigation heads for optimum performance and to prevent over-spray onto walks, roadways, and buildings.
2. If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, the Contractor shall make such adjustments. Adjustments may also include changes in nozzle sizes and degrees of arc as required. Any and all changes shall be recorded on the Record Drawings.
3. All irrigation heads shall be set perpendicular to finished grades unless otherwise designated on the plans.

Testing of Irrigation System:
1. The Contractor shall request the presence of the Owner in writing at least 48 hours in advance of testing for inspection and witness of test.
2. Test all pressure lines under hydrostatic pressure at operating pressure, and prove watertight.
   Note: Testing of pressure mainlines shall occur after installation of electric control valves.
3. All piping under paved areas shall be tested under hydrostatic pressure at operating pressure and proved watertight.
4. Sustain pressure in lines for not less than two (2) hours. If leaks develop, replace joints and repeat test until entire system is proven watertight.
UNT Library Mall Fountain

5. All hydrostatic tests shall be made in the presence of the Owner. No pipe shall be backfilled until it has been inspected, tested, and approved in writing. It is permissible to backfill between pipe joints to prevent pipe float. Leave all joints and connections exposed for inspection.

6. When the irrigation system is completed, perform a coverage test in the presence of the Owner, to determine if the water coverage for planting areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from plans, or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate, without bringing this to the attention of the Owner. This test shall be accomplished before any planting takes place.

7. Upon completion of each phase of work, the entire system shall be tested and adjusted to meet site requirements.

Maintenance
1. The entire irrigation system shall be under full automatic operation for a period of seven (7) days prior to any planting.
2. The Owner reserves the right to waive or shorten the operation period.

Clean-Up
1. Clean-up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site and disposed of at the Contractors expense.
2. At the end of each work day, the Contractor shall leave the site area broom-clean and shall wash down all paved areas within the contract area, leaving the premises in clean condition. All sidewalks, paths, curbs and roads shall be left in a clean, safe condition.
3. All scars, ruts or other marks in the ground or surrounding area caused by this work shall be repaired to the original condition.

Final Inspection Prior to Final Acceptance
The Contractor shall operate each system in its entirety for the Owner at time of final inspection. Any items deemed not acceptable by the Owner shall be reworked to the complete satisfaction of the Owner.

Observation Schedule
Contractor shall be responsible for notifying the Owner in advance for the following observation meetings, according to the time indicated:
- Pressure supply line installation and testing--48 hours
- Automatic controller installation--48 hours
- Control wire installation--48 hours
- Lateral line and head installation--48 hours
- Coverage test--48 hours
- Final inspection--? days

Measurement and Payment
Work and acceptable material shall be measured as one lump sum. The work performed and materials furnished will be paid for at the contract price. Bid price shall be full compensation for furnishing labor, materials, equipment, and performing operations necessary to install the irrigation system, complete in place, in accordance with the plans and specifications.

END OF SECTION
C. THE CONSTRUCTION CONTRACT

1.0 General

All construction contracts for UNT will follow the UNT System Uniform General Conditions for Construction and Design Contracts. 

2.0 Shop Drawings, Submittals, Samples, Data (Add to GC, Article 5)

2.1 Selection of Brick or Cast Panel for Exterior Walls (If Applicable)

The manufacturers shall present samples to the Designer for his selection from which sample patterns are to be erected or shown on the job site. Coordinate with the Construction Manager as to the location of these panels. UNT will notify the Designer of the final selection. In the case of cast stone panels, small samples may be submitted for selection purposes. See Section A, 7.3.

Completed panels must cure for at least three weeks before they are reviewed by the Owner. In addition, three weeks are required to schedule this review. Therefore, the panels must be completed by the Contractor a minimum of six weeks before the brick selection is needed.

3.0 Materials, Equipment, Employees

3.1 Specification of Competitive Materials

Products are generally specified by ASTM or other reference standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict Bidders to a specific brand, make, manufacturer or specific name - that they are used only to set forth and convey to Bidders the general style, type, character and quality of product desired and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design is submitted to the Architect or Engineer in accordance with the Specification for approval or disapproval (see Section A, 7.3); such approval or disapproval is made by the Architect or Engineer prior to the opening of bids.

3.2 Condition of Contiguous Work

If any part of the Contractor's work is dependent for its proper execution, or for its subsequent efficiency or appearance, on the character or condition of contiguous work not executed by him or her, the Contractor shall examine and measure such contiguous work and report to the Designer in writing any imperfection therein, or any condition which renders it unsuitable for the reception of his or her work. In case the Contractor proceeds without making such written report, he or she is held to have accepted such work and the existing conditions, and the Contractor is responsible for any defects in his or her work consequent thereon. The Contractor is not relieved of the obligation of any guarantee because of any such imperfection or condition.

4.0 Permits, Inspections, Fees, Regulations

4.1 Permits and Fees

The Contractor is responsible for obtaining all permits required for the installation of his or her work. The Contractor is responsible for fees as outlined in the Specification. The Contractor shall determine the amounts prior to bidding and shall include this (these) amount(s) in the bid. Building permits and inspections by the City of Denton are not applicable within UNT's jurisdiction except within City of Denton right of way or easement (such as roadways and utilities).

5.0 Protection of Work, Property and the Public

5.1 Protection of Underground Utilities Lines

Each Contractor or subcontractor who performs excavation work must:
UNT Library Mall Fountain

1. Provide the UNT Construction Project Manager with need to dig notice 73 hours in advance of work being performed.
2. Mark route of trench or location of dig with white spray paint or white flags.

UNT Construction Project Manager or UNT Construction Project Superintendent is responsible for sending e-mail dig information to the UNT Facilities Compliance Coordinator Mike R Reynolds Cc: Facilities Engineer Steve Mathis, and verifying that contractor or subcontractor who is doing excavation work has properly marked location.

The Contractor is responsible for the consequences of any utility interruption caused by his or her excavation, and is responsible for the cost of repairing any damage done to the utilities themselves.

5.2 Protection of Storm Drainage System
The contractor must obtain appropriate storm water permits and provide appropriate measures, such as block, gravel filters or silt fences, during construction as required to protect catch basins, storm drains and streams from the entry of all silt and construction debris.

Contain the residue from the cleaning of ready-mix trucks, wheelbarrows, concrete buddies, etc. and remove from the campus with other refuse.

No dumping of debris into drains or catch basins is permitted. Contractor is responsible for cleaning or replacing drain lines if a violation occurs.

The Designer's Erosion and Sediment Control Plan for the project should clearly state which measures are temporary and which measures are permanent. The Contractor is required to remove all temporary erosion control measures including silt fencing, inlet protection measures and sediment traps after the site is stabilized and prior to final inspection.

5.3 Protection of Existing Landscaping
Give special attention to any trees, shrubs or lawn remaining inside the construction area. To protect such materials, install a landscape protection fence prior to the initial stage of grading, excavation or tree removal. This fence or barricade must be a minimum of 3 feet high and is required to remain in place for as long as is practical. The landscape protection area shall extend to at least the drip line of any trees or shrubs that are to remain.

No storage, access or activity of any kind is permitted in the landscape protection areas. This specifically includes the felling of trees into the landscape protection areas. No limbs, tops, stumps, fill, material storage or equipment is permitted in the landscape protection areas at any time.

Take care to protect trees and shrubs from damage by cranes, falling objects, etc. The Contractor shall not move or prune trees and shrubs. When pruning or moving is necessary, notify the Designer and the Owner shall in turn perform the work at no cost to the Contractor.

Protect plants and trees outside the construction limits from (see also Section B, 2.9):
1. Compaction of root areas by equipment, materials, or fill dirt.
2. Trunk damage by moving equipment, material storage, mauling or bolting.
3. Poisoning by pouring solvents, gas, paint, etc. on or around roots.
4. Damage of branches by improper equipment activity.
5. Cutting of roots within the drip line of the tree.

It is specifically prohibited to fell or bulldoze trees into a wooded area that is adjacent to the site being cleared for construction. Site clearing should be done so as to prevent damage to wooded areas adjacent to the project.

Do not use trees as props or anchors for materials, guy wires, cables or utility wires.

A tree surgeon or nurseryman shall repair or replace damaged trees, shrubs or lawns in a manner acceptable to the University with the cost of the repairs or replacements paid by the Contractor.

Maintain landscape with proper fertilization and irrigation during construction.

Contractor will provide a specific "chemical or caustic" material mixing/staging area. This area is to be self-contained and will not allow spread to any soil.

5.4 Protection of Campus Buildings, Streets and Sidewalks
The Contractor is responsible for protection of existing buildings, roofs, trees, shrubbery, and lawn areas from damage by vehicles, equipment, overhead cranes, falling objects, etc.

The Contractor is responsible for protecting the campus streets and walks connecting to the project from deposits of mud, sand, stone, litter or debris in any form. Clean off all mud collected on vehicle wheels before leaving the construction area. Should any mud or debris collect on the streets from the construction project, remove immediately.

Where equipment must cross walks, lawns and other transitional areas used by pedestrian and vehicular traffic, the Contractor shall provide minimum 3/4" thick plywood protective sheets for equipment to roll over.
5.5 Shutdown of Existing Fire Protection Systems
The shutdown of existing fire protection systems for renovations shall be kept to a minimum. The Contractor shall review with UNT Fire Systems any scheduled shutdown of fire protection systems. UNT Fire Systems must have at least 24-hour advance notice.

5.6 Generating Smoke, Heat, or Dust
When conducting smoke, heat or dust generating tasks, the contractor or subcontractor performing the work must take steps to create or build barriers to prevent smoke, heat, or dust from getting into adjacent occupied offices, labs, classrooms and hallways, as well as taking care to not set off smoke detectors installed in buildings. Contractor shall review with UNT Fire Systems any protection of smoke detectors planned during construction and to review any required scheduled shut downs of smoke detector equipment by Facilities. Indoor Air Quality (IAQ) Notices must be posted prior to work being performed.

5.7 Safety Measures
Take appropriate steps at each construction site to protect the general public from hazards created by demolition and construction operations.

All projects shall comply in full with NFPA 241 Standard for Safe-guarding Building Construction and Demolition Operations, NC-OSHA Regulations.

Separate the demolition or construction site from public access by fences, barricades or other appropriate security measures. Accident prevention signs and markers shall comply with OSHA regulations to warn of dangers (e.g., overhead electrical wires) and restrictions (e.g., restricted access areas, hard hat areas). Where necessary, provide protected detour routes for vehicles or pedestrian traffic.

Barricades and signs must meet OSHA, DOT, and University approval, and be substantial enough to deter bypassing, vandalizing or theft. In addition to meeting all applicable codes and regulations, keep signs neat and legible at all times. Hand-made signs are not acceptable.

All barricades, temporary walkways and protection of work and materials shall accommodate access, provide adequate warning and protection to all segments of the University population, including wheelchair users and those using walking aids and the hearing and visually impaired.

5.8 Security Measures
The University will provide only those security measures which are deemed prudent for its own operations. The Contractor shall provide the necessary security means to protect his or her work, materials, tools, and construction equipment from vandalism, theft and fire. The Contractor shall supply watchmen services as he or she deems necessary. Contractor shall review with UNT the security measures for the construction site and submit the name of outside security contractor for approval by the Owner. The Contractor is responsible for replacement of his or her materials, machinery, equipment, tools and supplies which are the subject of theft or mysterious disappearance. Clearly mark all tools and equipment with the Contractor's identification. The Contractor shall clearly mark all tool boxes.

The Contractors shall provide the Owner with a list of day and night phone numbers to use in case of emergencies during the course of the project.

5.9 Hazard Communication Standards
All Contractors shall comply with the OSHA Hazard Communication Standard. The written Hazard Communications Program and Material Safety Data Sheets for each hazardous chemical shall be readily available and centrally located on site.

5.10 Asbestos containing materials
Under no circumstances shall the Architect specify, or shall the Contractor permit, the installation of asbestos containing materials as defined by any authority having jurisdiction.

6.0 Inspections and Testing
The Contractors shall give reasonable notice of construction activities requiring testing and inspection to allow scheduling through the UNT Construction Project Manager.

The University will also arrange for independent testing agencies to perform special testing and inspections of work in progress. Again, the Contractors shall give reasonable notice of such construction activities requiring special testing and inspection to allow scheduling with the testing agency.
UNT Library Mall Fountain

In addition to the special inspections, the Construction Manager will schedule all other testing and inspections as per the contract, including but not limited to above ceiling inspections, pre-final inspections, fire detection and alarm system testing. Do not cover any items without the approval of the Construction Manager, i.e., underground, formwork, walls, ceiling, etc. Any of these inspections which are not completed satisfactorily are repeated at no cost to the owner and without time extension. All inspections and testing for the fire protection systems and life safety are performed by UNT Fire Systems staff and the fire protection contractor.

7.0 Use of Premises

7.1 Use of Owner's Drinking and Toilet Facilities
On major capital projects, the Contractor's personnel are not allowed to use the Owner's toilet and drinking water facilities. The General Contractor shall provide temporary toilet facilities for all construction personnel. Each individual Contractor will provide drinking water facilities for their personnel.

7.2 Contractor's Working Hours

The Contractor may establish a work schedule of his or her own choosing, but the Contractor shall submit his or her regular daily work schedule to the Construction Manager and to the Designer, and shall notify the Construction Manager in advance of any deviations from this schedule. The University reserves the right to limit the Contractor's activities when they conflict with University operations.

Work is normally permitted on the days of sporting events and concerts, but traffic is extremely heavy on those days. Contractors may experience delays getting to and from the job site.

Work is normally permitted on student move-in/move-out days, but traffic is heavier than normal, parking is restricted and some campus roads are temporarily closed or designated one-way.

7.3 Noise-Making Activities

In most cases, the University will require the Contractor to comply with the City of Denton Noise Ordinance; however, there are other situations where stricter noise control is required. If the project involves work in or near a building in which an examination is being conducted, the Contractor is required to restrict operations which are disturbing to students during the hours of the exam(s).

7.4 Temporary Interruptions of Utilities and Traffic Movement

Procedures for making temporary disruptions to existing utilities, roads or pedestrian walks shall be planned well in advance of the work, and the work shall be executed in a manner to provide reasonably continuous service throughout the construction period. Connections to existing utilities are made only at times approved by the University. The University typically schedules interruption of services at times other than the Contractor's normal working hours. Only designated University personnel are authorized to interrupt services. Frequently, outages are scheduled to reduce disruption of classes and special events.

For interruption of service in major utility systems, the Contractor must submit to the Construction Manager a step-by-step sequence of operations planned to accomplish the work. This outline must show tentative dates and times of day for shut-off and restoration of services. Upon approval of the planned operations, the Construction Manager shall make arrangements with appropriate University personnel for interruption of services.

Road and sidewalk cuts shall be scheduled in advance, and made only after they have been approved by the University and the City of Denton in the case of city streets. Contractors shall plan and coordinate their work to minimize the duration of such disruptions. Appropriate detours shall be planned, subject to the approval of the University, giving consideration to the handicapped. The Contractor shall install warning barricades and signs as well as informational signs indicating detours. No service disruptions or excavations are permitted until barricades and signs are in place to protect the public. If the nature of the site does not allow placement of barricades prior to the excavations, the barricade materials must be physically present on site before excavation begins, in order that they may be erected as soon as possible.

7.5 Site Limits

Enclose the construction area with a six foot (6') high (minimum) chain link type fence with top rail. At the completion of the project the Contractor shall remove the construction fence completely including below ground level. Fence posts shall not be sawed off flush with the soil line.

7.6 Contractor Parking and Storage

Parking is extremely limited at the University of North Texas. Parking lots and the streets in the immediate vicinity of the University are permit only parking. The Contractor may park work vehicles (having equipment attached to the vehicle) within the site, as space permits, as well as a reasonable number of logo bearing supervisor vehicles. The Construction Manager, with the University Police, will provide at no cost a reasonable number of parking permits for the Contractor to distribute to workers for their personal vehicles, which will be specific for certain lots or areas. If these areas are not adjacent to the site, workers are invited to ride one of the free shuttle busses to the site. The contractor is expected to regain the permits and redistribute them to new subcontractors as the project progresses. Vehicles parked in other than the designated areas within the University controlled area may receive tickets. Tickets will not be excused. Vehicles receiving tickets which are not paid
may be impounded. If the project is not in the inner campus area, the contractor may allow his employees to park inside the fence, as space permits.

All contractors are responsible for informing their employees that they cannot park at any locations on the campus other than the allocated spaces. All existing University parking regulations are enforced.

Parking for large storage trailers is limited to within the construction site. If additional trailer parking is required, the Construction Manager and the University Police will work with the contractor for a solution.

8.0 Utilities, Structures, Signs

8.1 Utilities

The University’s Facilities Maintenance Department operates the fire protection systems, electrical, heating water and chilled water cooling distribution systems serving the main Denton Campus, Discovery Park, and the Athletics Campus. Contractors will not shut down or restore any of the above mentioned Utility. All changes in University Utilities will be coordinated through the UNT Construct Project Manager. 24 hour prior notice is required.

Telephone service is provided by GTE Southwest, Inc. to a central point on campus, and owns the lines to the Main Distribution Room (MDR) in each building. The Contractor installs as part of the general construction, and the University then owns the twisted pair wiring to each outlet. GTE will run wires to the jumper boards in the MDR, the Contractor runs the wires from the jumper boards to the outlet and the University's Telecommunication office makes the jumper board cross connects. The Contractor should contact GTE directly for Contractor's telephone service during construction.

Water and sewer service is provided by the City of Denton. The Contractor should contact the City of Denton to establish water and sewer services.

8.2 Signs at Construction Sites

Identification of a construction project and those principal parties participating in the project is provided by the Contractor. Only one identification sign is permitted per project. No additional signs identifying participants is allowed.

The design of the project identification sign must be approved by UNT. The sign shall give the name of the University, the title of the project and, in smaller lettering, the names of the Designer and Contractor(s).

Provide warning and safety signs as required. Keep all other informational signage to a minimum.

All signs shall be kept clean and free of graffiti and maintained by the Contractor.

8.3 Identification by Room Number

During construction, once the interior layout is partitioned off into rooms, all rooms shall be identified on the site with a room number that corresponds with the room number on the design drawings.

9.0 Cleaning Up

Keep the construction site, and adjacent campus areas, free of trash, litter or debris at all times. Empty trash cans/dumpsters and remove the contents from campus before they overflow. The Contractor shall remove litter, rubbish and debris on a daily basis. Use of University trash receptacles for such debris is not allowed. The outdoor burning of trash debris on campus is not allowed.

The Contractor is fully responsible for the containment of mud and debris on the site as well as removal of these items from roads and walkways.

The Contractor shall trim/mow grass, irrigate grass and other vegetation on the construction site as often as required to maintain a neat appearance.

Do not allow debris to accumulate in corridors or stairways. As construction is completed, protect the work to prevent soiling or spotting, particularly with regard to flooring systems. The carpet shall be cleaned and kept free of spots or traffic patterns. Resilient floors shall be cleaned, sealed and properly finished to provide a uniform appearance without streaks or smears.

10.0 HUB Subcontracting Plan (HSP)

In accordance with Texas Government Code (TGC) §2161.252 and Texas Administrative Code (TAC) Title 1, Part 5, Chapter 111, Subchapter B, Rule §111.14, each state agency (including institutions of higher education) as defined by TGC §2151.002 that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids,