

DIVISON 00 General Conditions

00 00 01 Component's Conditions

Laws Governing Construction:

- 2.2.2 Attachment "A" (of Exhibit B) Prevailing Rate Schedule indicates the prevailing wage rate determination by the Owner.
- 2.8 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 Owner's Designated Site Representative (ODSR) 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, the Texas Historical Commission. If determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on 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 ODSR, a Notice of Claim.

General Responsibilities of Owner & Contractor:

- 3.1.2.3 All written communications between the Owner, Contractor, and the Architect/Engineer concerning this Project shall be furnished to the ODSR or his representative.
- A series of flow diagrams, attached as Enclosure 2, indicate how various items (Applications for Payment, Requests for Information, Change Proposals/Change Orders, and Shop Drawings/Submittals) are processed.
- 3.3.1.1 Responsibility For Work Force:
- Unacceptable behavior on the part of the workers anywhere on campus, including parking lots, the project site, and the accessing route(s) through the site through the campus, or failure to obtain parking permits, or traffic violations while on campus may lead to dismissal or cancellation of the Contractor's on-campus parking privileges. Further, identifiable offending worker(s) shall be removed from the project. See also Division 1-010000, para.15.
- 3.3.2.1 The Contractor shall provide all on-site project supervision at a responsibility level pre-approved by the Owner. Supervision shall include continued verification that all subcontractor work complies with the contract documents and industry standards.
- 3.3.2.2 Contractor's Project Manager (PM) and Superintendent shall have full authority to act on behalf of the Contractor including, but not limited to, signature authority for progress payments and change orders. All communications given to the Contractor's PM and Superintendent shall be binding on Contractor. All oral communications affecting Contract Time, Contract Sum and Contract Interpretation shall be confirmed in writing to Owner.

- 3.3.4.2 Protection: The Contractor shall handle all material as directed, so that it may be inspected by the A/E's and the Owner's representative(s).
- 3.3.4.3 Temporary Water for Work: The Contractor shall include all connections and means of conveying same to place where required, including the necessary metering devices capable of measuring water used by construction activity. In lieu of temporary connections, the Contractor may make permanent connections and this may serve for the construction period. In the event the Owner does not have water available at the site, the Contractor shall negotiate with the City for water and pay all fees and rates required by the City Water Department. The Contractor shall provide all drinking water required for construction activities at no cost to the Owner. See also Division 1- 015000, para 3.
- 3.3.4.4 Temporary Electrical Energy: When utilizing local Utility Company power, invoices must be submitted prior to payment reimbursement. See also Division 1- 015000, para 3.
- 3.3.4.5 Temporary Heating, Cooling and Lighting: Provide heating/cooling in such a manner that no Work will be damaged and ensure adequate ventilation exists. See also Division 1- 015000, para 3.
- 3.3.4.6 Temporary Services Provided by Owner: The contractor is NOT to open or close any valves to utility systems. Once proper system operation, including operational thermal controls, has been demonstrated to the University Utility Department, the Contractor may use the system for heating and/or cooling. See also Division 1- 015000, para 3.

Filters shall be changed at least every 2 weeks and more frequently if required by LEED or extremely dusty conditions exist. Any flushing or chemical treatment residue must be removed and disposed of properly and legally.

- 3.3.4.7 Equipment and Materials:
- a. Expediting. The Contractor will be responsible for insuring the arrival of critical supplies and equipment on schedule.
 - b. Protection. The Contractor will insure that the following requirements are met to keep equipment and materials in good condition and that they are recorded on the appropriate daily reports:
 - 1) Take steps as necessary to protect all equipment from physical damage and from the elements such as painting, greasing, rust preventive application, covering, or wrapping connections.
 - 2) Rotate all rotating equipment four turns once each week during construction.
 - 3) Protect all openings from the weather at all times.
 - 4) Protect instruments and control panels from corrosion due to humidity, precipitation, temperature, and atmospheric conditions.

Inspections:

- 3.3.5.1 The Contractor will be especially mindful of the following and will assist in facilitating the work of the Owner's Construction Manager or Construction Contract Administrator. All materials, equipment and work will be subject to inspection at all times by Owner, or his agents:
- a. Inspection at a project site: It is the Contractor's responsibility to request Owner's Construction Manager or Construction Contract Administrator, and A/E's Inspector to arrange for the inspection of materials, equipment and work. The Contractor will make prior inspection to insure that items are ready for inspection and approval by Owner or A/E. The Contractor is responsible for notifying testing agencies well in advance of time actual testing is required.
 - b. Inspection away from a project site where required: It is Contractor's responsibility to notify Owner and A/E in reasonable time as to where such materials, equipment or work are being produced or performed and when they will be ready for inspection. The Contractor is expected to make travel arrangements and pay for travel costs. Where such inspection away from a project site is required, Contractor will not make shipment until the inspection is made or waived.
 - c. Inspection by Owner, or his agents, will not relieve the Contractor from his responsibility for performing his own inspection to insure all contract requirements are being satisfied.
 - d. The Owner reserves the right to waive inspection at any time or point without prejudice to their right to pass on acceptability of materials, equipment, and work, at a later time or point.
 - e. The Contractor will remedy all defects of materials, equipment and workmanship in accordance with the applicable portions of the Contract. Materials or equipment rejected by Owner's representatives or by Contractor's inspectors will be returned to Contractor for replacement, or correction, or credit, at Owner's option, and if any handling or transportation expenses or costs are involved, all such expenses are by Contractor.

3.3.5.2 Condemnation and Removal of Defective Work

The Contractor shall, without charge or assessment against any contract contingency or allowance, replace any material or correct any workmanship found by the Owner or A/E not to conform to the contract requirements, unless in the public interest the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in the contract price. The Contractor shall promptly correct all work rejected by the Owner or Architect/Engineer as defective or as failing to conform to the Contract Documents whether observed before or after the Date of Substantial Completion or final inspection and acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work. The costs of such corrective work shall also include reimbursement by the Contractor to the Owner of the amount of the fee to be paid by the Owner to the Architect/Engineer for the extra services of the Architect/Engineer in performing its responsibilities to the Owner relative to such corrective work. If the Contractor does not promptly complete the Work, replace rejected material or correct rejected workmanship, the Owner may, 1) by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or 2) terminate the Contractor's employment in accordance with Article 14, Suspension and Termination.

If any portion of the Work is concealed by subsequent work without notification to the Owner as set forth herein contrary to the instructions of the Owner or Architect/Engineer or to the requirements specifically expressed in the Contract Documents, it must be uncovered for observation and recovered at the Contractor's expense.

If any other portion of the Work has been covered which the Owner or Architect/Engineer has not specifically requested or is not specifically indicated elsewhere in the Contract Documents to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs including the amount of fee to be paid by the Owner to the Architect/Engineer for extra services related to such non-complying work.

Upon notice of condemnation, the Contractor may request to prove to Owner and the Architect/Engineer, at Contractor's sole cost, that the Work should be accepted because it meets performance, and other relevant standards. The Contractor shall have ten (10) working days from receipt of the notice to present documentation to prove compliance. Owner shall respond to Contractor's showing of proof in writing within fifteen (15) working days of receipt of Contractor's documentation.

- 3.3.8.1 Project Cleanliness: The contractor shall provide personnel for janitorial work in order to keep all offices, office toilet rooms, and portable toilets cleaned; attend to drinking water and supplies. Solid debris, such as brick bats, mortar and plaster droppings, may not be dumped on the grounds about the building. All scrap from lumber, crating, excelsior, paper and similar types of trash are to be removed from the building site. Trash, construction debris, and mud shall not be allowed to accumulate anywhere on the project, whether in the building, on the grounds, in the adjacent areas, or on the campus streets serving as delivery and haul-off routes for the work of this project. There must be thorough cleanup of the building and its surroundings daily or as directed by the Owner.
- 3.3.13 Documents and Samples at the Site: Contractor shall maintain one original record (red line) of the Drawings, Specifications, Addenda, Change Orders and other modifications, marked to record field changes and selections made during construction. One record copy of approved Shop Drawings, Samples and similar required submittals, shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work or Contractor's request for Substantial Completion Inspection.

Historically Underutilized Business (HUB) Subcontracting Plan:

- 4.1.2.1 For HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report-see Enclosure 8

Bonds & Insurance:

- 5.2.2.1.5.4 The builders risk policy shall have endorsements as follow:

If offsite storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

When the project involves work in an existing structure, the scope of this Builder's Risk Insurance is to cover any portion of an existing building which is in the Contractor's care, custody or control (which may be necessary to do Work in another portion of the building), over and above

the normal limitations imposed in Article 5 of the Uniform General Conditions. Article 5 is not intended to increase the dollar amount of the Insurance, which is stipulated to be 100% of the value of the Work.

- a. For renovation projects and/or new work, the Owner waives subrogation for damage by fire to existing building structure(s), if building structure(s) is in care, custody or control of Contractor, and Builder's Risk Policy shall be endorsed to include coverage for existing building structure(s), except that (i) Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions or the Specifications, and (ii) the aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- 5.2.2.1.7 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies, which provide the required coverage, there is no need to purchase duplicate coverage for this project.

Contract Documents:

- 6.1.5.1 Request for Information (RFI), Enclosure 4 is an example form that the Contractor may use to request and receive written guidance and instruction from the A/E. Request for Information are to be sequentially numbered and the Contractor and A/E will maintain a RFI register. This register is to be updated and reviewed at progress meetings. The Owner and Consultants will respond to the Prime A/E and the Prime A/E will respond officially to the contractor. Distribute initial RFI to all reviewers.

Architect's Supplemental Instructions (ASI), is a written clarification from the A/E, usually responding to a RFI from the contractor. ASIs will be sequentially numbered and the Contractor and A/E will maintain an ASI register. The register will be updated and reviewed at progress meetings. All ASIs will be distributed to the Owner, all consultants and the contractor.

- 6.1.6.7 Owner makes no representations, expressed or implied, about the adequacy or accuracy of the drawing, specifications or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any implied warranty that the Construction Documents are adequate, accurate or suitable for their intended use.
- 6.1.6.8 The Contractor shall propose the most practical solution to resolve the conflict or omission requiring the minimum schedule and budget impact and furthering the best interest of the project. The Owner and Architect/Engineer shall evaluate the proposed solution and provide a response to Contractor.
- 6.2.3.1 The Contractor shall provide the Owner, two months prior to Substantial Completion, with a complete set of the "As-Constructed" Telecommunication Drawings and Telecommunication Port Log for the Owner's use in coordinating selection and procurement of telephone/data equipment.

As a requirement for acceptance of Substantial Completion, the Contractor shall reproduce two

(2) copies of the current "As-Constructed" Drawings and Specifications maintained at the job site and provide these copies to the Owner. These documents shall be labeled "Interim Record Drawings and Specifications", and are required to assist the Owner in the operation of the facility until Final Completion is accomplished and the final Record Drawings and Specifications are provided to the Project Architect/Engineer to prepare the final

“Record Drawings” and “Record Specifications”. Three (3) weeks before substantial completion acceptance of the

project, the contractor shall have submitted a draft copy of the Owner’s operating and

maintenance manuals. Two (2) copies of the final owners operating and maintenance manuals shall be delivered within 30 days of substantial completion and include copies of ALL approved shop drawings and submittal; list of ALL subcontractors and vendors including names, addresses, phone numbers; warranty and guarantee documents, and the final completed commissioning deficiencies list, etc.

Construction Safety:

- 7.1.2 The Contractor shall comply with recognized standards and code requirements for the erection of substantial barricades where needed to prevent accidents and any unsafe condition from developing during the construction period. Provide proper ventilation for interior welding and similar operations. Insure construction exhausts and fumes are kept away from nearby occupied areas
- 7.1.4 The Contractor shall do all things necessary and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the work. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the Contractor to perform the job in a safe manner.
- 7.5.5 The Contractor shall fully indemnify, save and hold harmless the Owner of and from any costs, losses, damages or liabilities resulting from its failure, of the failure of its subcontractors, to comply strictly with these provisions.
- 7.6.2 The Contractor shall indemnify and hold harmless the Owner and its employees and agents, including the Owner's Architect and Engineer, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments, and claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

Quality Control:

- 8.3.1.5 The contractor will provide all submittals in electronic and “hard copy” formats. Electronic submittals shall be .pdf or CAD, as approved by the Owner.
- 8.2.2.2 Materials incorporated into the Project may be subject to routine tests as specified or as deemed necessary by the ODR or the Architect/Engineer to insure their compliance with the specifications. Materials to be tested may include, but are not limited to, the following:
- a. Concrete - Primary mix design, slump tests and cylinder compression tests
 - b. Steel - Tensile tests
 - c. Welds - Field inspection and X-ray equipment
 - d. Soils - Subsoil investigation, physical analysis and compaction tests

- e. Pavement - Physical analysis and compaction tests
- f. Roofing - Samples cut from in-place roof; ongoing roof QA/QC
- g. Masonry/Cast Stone – Mock-up review; On-going QA/QC
- h. Window Leakage

Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise. Any testing, as described, will be done at the discretion of the Owner who will bear all costs. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or his representative in obtaining and preparing samples for tests. All tests will be in accordance with standard test procedures and will be performed by a laboratory selected by the Owner. Results of all tests will be provided to the Owner, Architect/Engineer and the Contractor.

8.6 Condemnation and Removal of Defective Work:

The ODSR, Agents and the Architect/Engineer has the authority to reject and condemn Work, which does not meet the requirements of the Contract and to order such work removed and replaced in accordance with paragraph 8.6.2 hereof. The approval of a work item by the ODSR, or Agent, does not relieve the Contractor from compliance with the Contract Documents. Requirements in the Construction documents are not judged at the time of observation of the Work due to work sequences by the contractor or the lack of time to judge the performance characteristics of the particular work item, or where the particular work item is part of a system that has not been fully completed and reviewed for overall operation.

The Owner's Designated Site Representative (ODSR) and the Architect/Engineer shall interpret the Contract requirements and shall be the final judge of the acceptability of the Work under the Contract Documents. If any materials or Work furnished under this Contract are condemned or rejected by the ODR or the Architect/Engineer, the Contractor shall after notice from the Owner or the Architect/Engineer, proceed to remove materials, whether worked or unworked, and to take down all portions of the Work condemned. Contractor shall make good all Work damaged or destroyed by the removal and replacement process.

8.6.1 The Contractor shall, without charge or assessment against any contract contingency or allowance, Replace any material or correct any workmanship found by the Owner or Architect/ Engineer not to conform to the contract requirements, unless in the public interest the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in the contract price. The Contractor shall promptly correct all Work rejected by the Owner or Architect/Engineer as defective or as failing to conform to the Contract Documents whether observed before or after the Date of Substantial Completion or final inspection and acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work. The costs of such corrective work shall also include reimbursement by the Contractor to the Owner of the amount of the fee to be paid by the Owner to the Architect/Engineer for the extra services of the Architect/Engineer in performing its responsibilities to the Owner relative to such corrective work.

8.6.2 If the Contractor does not promptly complete the Work, replace rejected material or correct rejected workmanship, the Owner may, 1) by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or 2)

terminate the Contractor's employment in accordance with Article 14, Suspension and Termination.

- 8.6.3 If any portion of the Work is concealed by subsequent work without notification to the Owner as set forth herein contrary to the instructions of the Owner or Architect/Engineer or to the requirements specifically expressed in the Contract Documents, it must be uncovered for observation and recovered at the Contractor's expense.
- 8.6.4 If any other portion of the Work has been covered which the Owner or Architect/Engineer has not specifically requested or is not specifically indicated elsewhere in the Contract Documents to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs including the amount of fee to be paid by the Owner to the Architect/Engineer for extra services related to such non-complying work.
- 8.6.5 Upon notice of condemnation, the Contractor may request to prove to Owner and the Architect/Engineer, at Contractor's sole cost, that the Work should be accepted because it meets performance, and other relevant standards. The Contractor shall have ten (10) working days from receipt of the notice to present documentation to prove compliance. Owner shall respond to Contractor's showing of proof in writing within fifteen (15) working days of receipt of Contractor's documentation.

Construction Schedules:

- 9.2.1.3 The initial schedule submission shall coincide with the initial submittal of the Contract Price Breakdown and the two documents will be reviewed together. The Contractor shall revise the schedule as necessary to obtain acceptance by the Owner and A/E to establish a Baseline Schedule for the project. The format and content of monthly update reporting shall be as determined at the project-planning workshop unless specified otherwise in the contract documents. The Contractor shall include a separate line item in its Contract Price Breakdown for planning and scheduling, to include development of the accepted Baseline Schedule and all updates and reporting.
- 9.3.3.4 In the event, an Outage (Utilities, Street Closure, Systems, etc.) is necessary, the Contractor shall submit Shut Down Notification form-see Enclosure 9.
- 9.9.3.4 Such other information that the Contractor and/or Owner and/or Architect/Engineer considers necessary to justify the claim for an extension of time. No time extensions shall be granted for delays that do not affect the Project Schedule Critical Path

Payments:

- 10.2.1.5 For Certificates and Applications for Payment-see Enclosures 5, 6, 7.
- 10.3.2.3 Substantial Completion shall be issued before the Owner will consider the release of any retainage.

Changes:

- 11.1.5 The Contractor is responsible for having visited the Site and having ascertained pertinent local conditions such as location, accessibility, and general character of the Site or building, the character and extent of existing Work within and adjacent to the Site, and any other Work being performed thereon at the time of the submission of its proposal. Any failure to do so will not relieve the Contractor from responsibility for successfully

performing the Work without additional expense to the Owner.

- 11.1.6 The Owner makes no representations as to the accuracy or completeness of the site information furnished to the Contractor by Owner and does not expressly or implicitly warrant same and is not responsible for any interpretations or conclusions reached by the Contractor with respect thereto. It is Contractor's sole responsibility to verify to its own satisfaction all site information, including but not restricted to topographical data, borings, subsurface information, utilities and easements and to account for all reasonably anticipated costs in their proposal for construction.
- 11.3.4 No claim shall be allowed for an adjustment under this or any other provision of the Contract if asserted after the Owner makes or tenders final payment under this contract.
- 11.7.6 Owner-initiated Changes: When the Owner wishes to order changes in the Work, the ODSR or the Architect/Engineer shall submit to the Contractor a Change Order Request (COR), consisting of a description of the request, including such Drawings and Specifications as are reasonably necessary to inform the Contractor of the nature of the change. Within 30 days of receipt of the Owner's COR, the Contractor shall submit a Change Order Proposal Evaluation (CPE) to the ODSR and the Architect/Engineer, stating that the proposed change is a no-cost change, or proposing an adjustment in the Contract Sum, as provided herein. Following resolution of impact of cost and/or time for the change, the ODR or the Architect/Engineer shall issue and the Contractor shall execute a Change Order documenting the change in scope of the Work. The Owner may process formal Change Orders that accumulate several separate change actions.
- 11.7.7 Contractor-initiated Changes: When the Contractor considers that any written instruction or interpretation of the Contract Documents issued by the Owner or the Architect/Engineer constitutes a change in the Work affecting the Contract Sum, the Contractor shall so notify the Owner and Architect/Engineer in writing as soon as possible, but not later than 15 days after receipt of the instruction or interpretation, and shall submit a Change Order Proposal Evaluation (CPE) to the ODSR and Architect/Engineer as soon as possible thereafter, but not later than 30 days after issuance of the notice. The Contractor's failure to meet either of these time requirements shall constitute waiver of any and all claims related to such instruction, interpretation, or notice. This CPE shall contain a proposal for an adjustment in the Contract Sum, as provided herein. The CPE shall be accompanied by a copy of the written document containing the instruction or interpretation, evidence of the date Contractor received the written document and an explanation of how the written document creates the need for a change under the terms of the contract.
- 11.7.8 Submission of Contractor Claim: Claims for adjustment of the Contract Sum shall be made in the form of a CPE submitted to the ODSR and Architect/Engineer no later than twenty-one (21) calendar days after the cessation of the circumstances giving rise to the claim. The CPE shall set forth the Contractor's proposed cost adjustment and schedule impact, together with the Contractor's documentation of costs incurred. Within twenty one (21) days after completion of the work in question, the Contractor shall submit in writing to the Owner and the Architect/engineer the additional following elements of the claim: (4) supporting cost or pricing data; (5) legal analysis, if appropriate; (6) an expert's opinion, if appropriate; (7) certification; and (8) a formal request for decision. No such claim shall be valid unless these additional elements are so submitted, and the Contractor hereby waives all such invalid claims.
- 11.7.9 Response to CPE: As soon as practical allowing for consultant review after receipt of any CPE submitted by the Contractor, the ODSR or the Architect/Engineer shall respond either directly to

the Contractor in writing or verbally at a project meeting the outcome of which is committed to the written record as to the Owner's response being either (1) accepting the contractor's proposal, (2) rejecting the same, (3) initiating negotiations with the contractor concerning the proposed cost or schedule adjustment, or (4) requesting additional information.

- 11.7.10 Change Authorization: When agreement has been reached concerning the adjustment of cost and/or schedule, the ODR or ODSR shall accept the Contractor's CPE, or any subsequently revised CPE issued pursuant to negotiation, by endorsing the CPE "Accepted" with the date, and returning it to the Contractor. A CPE that has been accepted is a Change Authorization (CA). A CA is effective upon receipt and constitutes the Contractor's notice to proceed with the changed work, entitles the Contractor to prepare **to** submit the adjusted cost of the Work to be incorporated into the approved Schedule of Values on succeeding Pay Applications, as it is completed.

The Owner may, in writing, issue a notice to proceed for any portion of the Work in a Change Order for which final adjustment in Contract Sum and/or Contract Time has not been finalized. The Notice to Proceed letter may have a not-to-exceed cost amount for any or all portions of the Change Order. This amount is not to be exceeded without prior written approval by the Owner.

- 11.7.10.1 Construction Manager at Risk (CM@R) Contracts: The Contractor shall follow the same processes required in Article 11 for a Change Order and CPE when submitting for usage of the Construction Manager's contingency, buy-out contingency allowance or construction savings contingency. No charges to any of the above funds, including the CM contingency, will be allowed without pricing justification, back-up information, review, and approval by the A/E and Owner.

- 11.7.11 Execution and Processing of Change Order: The Owner will undertake to issue Owner- Contractor agreed Change Order for signatures within thirty- (30) calendar days of agreement, unless otherwise agreed to, provided the Contingency Allowance is not exceeded. In those cases where Change Order work causes the Contingency Allowance to be exceeded, approval of higher authority may be necessary and, if such approvals are necessary, the Owner will have up to ninety- (90) additional calendar days to issue such agreed Change Order.

- 11.7.11.1 The ODSR will authorize the Architect/Engineer to prepare a Change Order to include specific change items for which time and cost impacts have been agreed.

- 11.7.11.2 The Architect/Engineer shall affix seal and signatures and distribute directly to the Contractor. The Contractor shall execute the Change Order within ten (10) calendar days of receipt and return it directly to the ODSR.

- 11.7.11.3 The ODSR will obtain signature of component institution and Owner.

- 11.7.12 The Owner may issue a Unilateral Change Order (ULCO) without the agreement of the Contractor.

The issuance of a ULCO does not prejudice any of the Contractor's rights to relief otherwise available under the Contract Documents. The Contractor may preserve such rights by submitting a written objection to the ULCO within 30 days of receipt of the ULCO.

A Unilateral Change Order (ULCO), establishing such adjustment of cost, if any, as the Owner deems fair and reasonable, may be issued under the following circumstances:

- 11.7.12.1 If the Contractor fails to submit a change proposal within the time required, or fails, or refuses to execute an Agreed Change Order within the time required;
 - 11.7.12.2 If negotiations fail to achieve an agreed price;
and
 - 11.7.12.3 If, in the Owner's judgment based on the Progress Schedule, a failure to authorize the Contractor to proceed with a change in Work may adversely affect the timely completion of the Work. In addition to the above, the ODR shall issue a ULCO on any change proposal that remains unresolved 90 days after Substantial Completion of the Project.
 - 11.7.12.4 A ULCO is effective on receipt by the Contractor. The ULCO obligates the Contractor to perform the Work according to its terms. The contractor, and its subcontractors, shall keep all time and material charges applicable to the ULCO. The contractor shall provide, to the Owner, a detailed schedule identifying work days and dates of delivery of materials for the ULCO. The contractor may submit for payment, on succeeding Construction Vouchers, those costs, accepted and approved by the ODSR, that meet the above-described criteria.
- 11.7.13 Interim Change Authorization: When the Owner determines that an Owner-initiated change in the Work, or a written instruction or interpretation of the Contract Documents for which the Contractor has given notice of its intent to initiate a claim or any other change implementation, must be made promptly in order to prevent damage to the Work in place, to prevent significant delay in the Project Schedule or to maintain safety or for any other reason as determined by the ODSR, the ODSR may issue an Interim Change Authorization (ICA) directing the Contractor to proceed with changed work before submitting or during the review of a CPE. The ICA shall authorize the Contractor to proceed with the work on the basis of either (1) time and materials or (2) cost not to exceed a specified amount. Upon receipt of an ICA, the Contractor shall proceed immediately to document all increased costs actually incurred as a result of the Work required under the ICA. At any time prior to the completion of the changed Work, the Contractor may submit a CPE containing a lump sum proposal for the cost of the changed Work, which, if accepted, shall be administered as a change; provided, however, that if the Work is completed prior to acceptance by the ODSR of the Contractor's CPE, the Contractor's adjustment of the cost shall be limited to the actual cost of the Work. If the ODSR or the Architect/Engineer determines that a Contractor-initiated change is without merit, the ODSR or the Architect/Engineer shall notify the Contractor to proceed according to the subject written interpretation or instruction. Such a notice to proceed shall have the same effect as a Unilateral Change Order, and the Contractor's rights shall be as set forth herein.
- 11.8.4 Change Order Pricing: The total cost of all labor and materials, including supervision up to the level of Project Superintendent, itemized to show man-hours by trade and classification, unburdened hourly rates, and total labor cost. Man-hour totals, labor rates, and materials shall be based on reasonable and prevailing area labor rates and materials costs, but in no case shall exceed rates identified via task-applicable line item unit cost(s) in the latest version of

"Means Facilities Construction Cost Data" as published by R. S. Means Company, and as

adjusted for the nearest City Cost Index for Project site. The Contractor shall provide the Owner (via the ODSR) one copy of the most current edition of "Means Facilities Construction Cost Data" (updated regularly) at no cost. The Owner's copy shall be either a hard copy of the publication or an electronic CD version, at Owner's option. The Owner reserves the right to hire third-party estimating services to verify quantities of labor and/or materials as needed to analyze contractor and/or subcontractor-submitted change proposals. The selection of the estimating services provider will be at the discretion of the owner, unless there is reasonable objection to the chosen estimator by the Contractor.

11.8.5 Lump Sum Cost Proposals: All proposals for an adjustment in Contract Sum shall be made on a lump sum basis as required herein and by Owner's Change Order pricing procedures and forms, setting forth the Contractor's estimated or actual costs attributable to the changed Work only. The proposed lump sum cost adjustment shall consist of a Base Cost, reflecting the Contractor's actual or estimated cost of performing the changed Work, in the case of a change, or the increased cost of performance in the case of a claim. The Base Cost of changes may be marked up to cover the Contractor's profit, general conditions costs, scheduling costs, bonding and insurance costs, and all other costs directly attributable to performance of the change Work. The markup also covers all impact costs on unchanged Work. These lump sum cost provisions also apply to Work performed by or claims submitted by Subcontractors as part of the Contractor's CPE.

11.8.5.1 Base Cost Computation for Changes: The Base Cost computation includes the following elements only, as relevant:

- a. The total cost of materials and supplies, reflecting all available discounts, itemized by cost and quantity;
- b. The total cost of all labor, including supervision up to the level of Project Superintendent, itemized to show man-hours by trade and classification, unburdened hourly rates, and total labor cost.
- c. The reasonable equipment cost calculated for each type of equipment used in performing the changed Work, based on hours of use, and multiplied by the most recent version of the Rental Rate Blue Book for Construction Equipment (published by PRIMEDIA Information, Inc.) to yield total cost. Mobilization costs will not be allowed except when the Contractor demonstrates that the need to mobilize a piece of equipment arose solely because of the changed Work. The Contractor shall provide the Owner (via the Construction Coordinator) one copy of the current edition of the "Rental Rate Blue Book for Construction Mobilization Costs" at no cost. The Owner's copy shall be either a hard copy of the publication or an electronic CD version, at Owner's option.
- d. All transportation costs for delivery and handling of materials, equipment and supplies, and the removal of waste or debris related solely and directly to the change work; and
- e. All storage costs in excess of 30 days for materials and supplies, if necessitated solely by the changed Work

11.8.5.2 Labor Burden: To the base cost computation plus the mark-up amount may be added the actual amount for labor burden for the following, if applicable, Social Security, Old Age Pension and/or other taxes of like nature imposed upon the Subcontractor, or Contractor (when it performs the work) by the State or Federal Government, or both,

which are incident solely to such Change Order work and which the Contractor would be required to pay if or as it performs the work.

- 11.8.5.3 Unit Prices: Unit prices bid by the Contractor, or subsequently agreed upon, shall include only those cost elements as those set out in 11.8.5.1, and shall be subject to markup pursuant to 11.8.5.2.

Each unit price bid by the Contractor shall include all costs applicable to the work, including but not limited to mobilization, demobilization, labor, materials, equipment, supervision, delays, overhead at any level, and profit.

Either party may request an equitable adjustment. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred and fifteen percent (115%) or below eighty-five percent (85%) of the originally specified amount. If the quantity variation causes an increase in the time necessary for completion, the Owner, upon receipt of a written request for an extension of time within thirty- (30) days from the recognition of the variation or within such further period of time as may be granted by written agreement signed by the Owner, will ascertain the facts and make such adjustment for changing the completion date as in its judgment the findings justify.

- 11.8.5.4 Cost Computation for Contractor Claims:

- a. Costs and Documentation: For a Contractor claim change, the CPE shall include all information required by Article 11 including but not limited to a reasonably detailed narrative setting forth (1) the nature of the cost impact and its cause, (2) the contractual basis of the Contractor's claim of entitlement to a cost adjustment, (3) description and documentation of steps taken by the Contractor to mitigate the claimed cost impact, and
- (4) such other information that is necessary to justify its claim. The Contractor hereby waives any such claim for which they cannot document steps taken to mitigate the claimed cost impact. The cost adjustment proposal for a Contractor claim shall be based on itemized documented costs actually incurred. If and only if the actual cost claimed cannot be demonstrated with reasonable certainty, the Contractor may utilize mathematical formulas or models to compute the proposed cost adjustment, but no CPE will be valid unless accompanied by documentation showing that the increased costs claimed in fact resulted from the alleged cause and that the increased costs are compensable under terms of the contract.
- b. No Markup Authorized: No mark up is authorized on the Base Cost of a Contractor's claim for costs alleged by either the Contractor or its Subcontractors.
- c. Certification: On CPEs for Contractor claim changes, the Contractor shall certify in writing that all information contained in the CPE is true and correct, and that the costs claimed were incurred as a result of the alleged cause, and were reasonably necessary for the performance of the Work. In the case of Subcontractor pass-through claims, the Contractor shall further certify that the claim stated by the Subcontractor constitutes a legitimate claim against the Contractor, that it is not barred by the terms of the subcontract, and whether and to what extent the claim has been paid. The Contractor may not subsequently modify a claim that has been so certified except for the correction of errors. No CPE shall be considered valid that is not certified and submitted within the time limits set forth in Article 11.

- d. Cost Computations Under Interim Change Authorizations: Where the Owner issues an ICA authorizing the Contractor to proceed on a time and materials, or a cost not to exceed basis, the Contractor may submit the cost of the Work for payment, as authorized by the ICA, in succeeding Pay Applications once the Contractor has executed the Change Order that includes the particular change action. At any time after receipt of an ICA, the Contractor may submit a CPE proposing a lump sum cost for the changed work, which shall be processed as a change under Article 11. The method of incorporating approved changes into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to the ODR.
- e. Time Extension Requests: If the Contractor believes that the completion of the Work has been delayed by a circumstance designated as excusable, other than inclement weather, he shall give the Owner written notice, stating the nature of the delay and the activities potentially affected, within thirty (30) calendar days after the onset of the event or circumstance giving rise to the excusable delay. Such claims should be accompanied by sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time shall be stated in numbers of whole or half calendar days. All requests for extensions of time not submitted in connection with proposed costs for changed or added Work must be made in writing within 30 calendar days after the cessation of the delay. The Contractor and Owner recognize and agree that it is beneficial to each to identify delays and make necessary schedule adjustments promptly, and that a Progress Schedule prepared and updated by the Contractor provides an effective tool for measuring and tracking the impact of delays. Therefore, it is agreed that no extension of time will be granted unless the required notice is submitted timely, the required Work Progress Schedule has been regularly updated and submitted as specified, and the notice includes sufficient documentation to include the changes to the critical path.

All Changes to the Contract Time made as a result of such claims shall be by Change Order.

Warranty and Guarantee:

- 13.2.1 Substantial Completion establishes the beginning of the period of Owner occupancy and/or use of the Work. In the case, Substantial Completion is granted without the Owner able to occupy and/or use the Work, this warranty begins upon final completion and acceptance of the Work. After the warranty begins, upon receipt of written notice from the Owner of the discovery of any defects, the Contractor shall promptly and at its own cost remedy the defects and replace any property damaged. Owner notices of defects will normally come from the facility user, represented by the Physical Plant of the institution. The Contractor shall promptly provide written notice to both the Owner and the campus Physical Plant indicating action taken to resolve the defect. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor, after notice, fails to proceed promptly and remedy within 30 days, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred. The Contractor and Owner may agree in writing on different period of time, which complies with the terms of the warranty and guarantee.
- 13.8 Additional warranty requirements and guarantees are described more fully in various sections of the technical specifications.

Suspension and Termination:

- 14.8 All settlements on termination shall be administered as Change Orders as provided.

Dispute Resolution:

- 15.3 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.
- 15.4 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.

16. Article 16 – Miscellaneous: Add the following terms and conditions in the appropriate section and sequence as indicated by the paragraph number.

- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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 so business with the State of Texas.
- 16.11 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.
- 16.12 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.
- 16.13 No waiver of Sovereign Immunity: Nothing herein shall be construed as a waiver of the state's sovereign immunity.

- 16.14 Meeting Minutes: Minutes will be recorded by the A/E, in the format of meeting agenda-Enclosure 3, typed and distributed to all principal parties within four day or less of a meeting. Minutes will reflect date reviewed, and specifically record decisions, instructions, clarifications, questions, etc. The minutes will indicate the party responsible for action, the target date for response, and indicate if an action remains open or is closed. Successive minutes will reflect outstanding items and carry forward until the issue is closed. Project work progress meetings are usually held weekly or bi-weekly, as determined by the progress of the project, with representatives of the Owner, A/E, Contractor, and others, as appropriate, in attendance. The basis of discussion will be the official minutes of the previous work progress meeting. The submittal log, RFI, ASI, and Change Proposal registers, and As-Built Drawings will also be reviewed. The contractor will provide a four (4) week Look Ahead Schedule, which will be compared to the official project progress schedule. If the Contractor has fallen behind schedule, he will provide an itemized plan indicating the actions necessary to regain the approved a schedule. Unless a correction is requested within fifteen (15) calendar days, the minutes will become the official record of the meeting.

ARCHITECT/ENGINEER

The A/E will bring a minimum of six copies of each of the documents listed below to each work progress meeting.

- a. Prior month minutes
- b. Submittal Log-log will reflect dates of receipt of submittal and party currently reviewing.

A/E processing will not exceed 30 days. Contractor is to allow maximum review time in establishing the submittal schedule.

- c. Distribution of documents as follows: Director of OFPDC, Project Manager, Construction Manager, Construction Inspector, Stakeholder, and Contractor.
- d. The A/E shall maintain a Change Proposal/Change Order Log listing subject, date forwarded to Contractor, date of response from Contractor, date of OFPDC Authorization, date of Change Order and Change Order number, if applicable, and any Time requested and granted.
- e. RFI Log-log will reflect subject, date of receipt of RFI, date of response.
- f. ASI Log- log will reflect subject, date of issuance, and cross-reference ASI and/or Change Proposal, as applicable.
- g. Drawing log-log will reflect all drawings and specifications indicating all subsequent revisions and latest issuance dates.
- h. Field Log-log will reflect date of report and date of Contractor response.

CONTRACTOR

The contractor will bring a minimum of six copies of each of the documents listed below to each work progress meeting.

- a. Submittal Log-log will reflect date submitted to A/E and date returned from A/E. The

- log will reflect the original planned date for submission, date of actual submission, and type of approval or rejection.
- b. Change Proposal Log-log will reflect date Change Proposal received, date Proposal pricing was forwarded to A/E and Owner, costs and time values.
 - c. ASI Log-log will indicate pending actions.
 - d. RFI Log-log will reflect date forward to A/E and Owner, date of response, and open/closed status.
 - e. Updated progress schedule and four (4) week Look Ahead schedule.
 - f. Distribution of documents as follows: Director of OFPDC, Project Manager, Construction Manager, Construction Inspector, Stakeholder, and A/E.
- 16.15 Firearms: University policy prohibits firearms of any kind on campus, including security Watchman employed by the contractor.
- 17.1. LAYING OUT BUILDING: The General Contractor shall employ an experienced and competent Professional Civil Engineer or a Registered Professional Land Surveyor (RPLS) and cause him to establish at least two (2) separate permanent benchmarks, such benchmarks shall be established using two (2) of the permanent University benchmarks as identified by the University to which easy access may be had during the progress of the Work, and from time to time to determine and verify the lines and grades. As the Work progresses, establish easily accessible benchmarks at each level referenced to finish floor line.
- a. The layout work shall be supervised by the Civil Engineer or RPLS and approved by the Architect/Engineer. At completion of the layout work, the Civil Engineer or RPLS shall submit a signed report to the Architect/Engineer stating that he is satisfied with the work and its accuracy.
 - b. The General Contractor shall erect and maintain substantial protection of all established layout controls for structures, set their location to provide proper working clearance and verify that they are level and at the proper grade.
 - c. As the Work progresses, the General Contractor shall lay out columnar grids and partitions on rough floors in exact locations as a guide to all contractors and trades.
- 17.2. CUTTING, PATCHING AND INSTALLATION OF SLEEVES: The General Contractor shall coordinate and oversee all cutting and patching activities during the execution of the work. The General Contractor shall leave all chases, holes or openings straight, true and of proper size as may be necessary for the proper installation of his own or other contractor's or subcontractor's work, consulting with the superintendent and contractors or subcontractors concerned regarding proper location and size.
- a. No excessive cutting will be permitted nor shall any piers or other structural members be cut without the written approval of the Architect/Engineer. After such work has been installed, the Contractor shall carefully fit around, close up, repair, patch, and point up as directed to the entire satisfaction of the Architect/Engineer and Owner.
 - b. Personnel of the particular trade to which such work belongs, and shall be done without extra charge to the Owner shall do all this work carefully with proper tools. Each Contractor or Subcontractor will be required to build into his own work, as directed,

any and all items furnished by others. The party shall pay for cutting and repairing of new work, in place, made necessary by negligence of another Contractor or Subcontractor or anyone employed by him, which is at fault.

- c. The work of each section of the Specifications, unless otherwise specified, includes all cutting, patching and digging for work in that trade section required for proper accommodations of work of other trades. Execute such work with competent personnel skilled in trade required for restoration. The Contractor and/or each Subcontractor shall arrange and pay for cutting and patching required for installation of its own work, as applicable.
- e. The Contractor shall ensure sleeves are provided for all service lines, including piping and conduit, covered in the Contract documents, which may pass through walls, roof or floors. Sleeves through floors shall extend 2" above finish Floor and cast into floor or sealed with heavy-duty sealant or fire stop material.

17.3 Access to Site and Protections: See also Division 1 015000

- a. The construction fence shall be at least six feet high and completely surrounding the site.

Posts shall be placed not more than eight (8) feet apart and set securely; wire mesh shall be tightly stretched over the supports. The construction fence shall in no way obstruct any other part of the campus or utilize any campus facilities for any purpose.

- b. Enclosure fences shall be provided with fire gates and gates for trucking in locations shown on Construction Documents, hung with heavy strap hinges, and provided with hasps for locking. Where directed by TSUS representatives, contractor shall include

campus padlocks for access required for service work within fence and/or fire protection of existing buildings.

- c. The Contractor is responsible for all expenses incurred as the result of the loss of a security access card or key. If a security access card or key is lost or misplaced, the contractor will be responsible for all personal liability associated with the loss, as well as all costs associated with re-keying all building(s).

17.4 Project Signs: No signs or advertisements will be allowed without the approval of the Owner. See also Division 1-015010

17.5 SALVAGE: The contractor is to remove, unless indicated otherwise, all fixtures and appurtenances within the construction site. The Owner has the first right of salvage. Prepare and submit, to the Owner, a list of all existing fixtures (gates, signs, light standards, etc.). Those items to be salvaged for the owner will be delivered within a 10 mile radius of the project site. Those items not required to be salvaged for the owner will be removed from campus and properly disposed.

17.6 The contractor is to schedule deliveries and haul-off to minimize disruption to campus operations; provide flagman to protect pedestrians. Pedestrians have the right of way.

17.7 Any flushing, cleaning, or chemical treatment residue must be moved and disposed of legally and requires acceptance, in writing, of the Texas State University Environmental Health, Safety and Risk Management Department. Nothing may be discharged onto or into the ground or into the

sanitary or storm sewers.

- 17.8 SITE AND AREA MAINTENANCE: The Contractor is to prevent air borne particles generated by demolition, excavation, and construction activities. The Contractor shall erect erosion control at the perimeter of the site and otherwise control migration of construction debris and dirt to campus and public areas adjacent the project site. The Contractor shall keep all roadways, in the vicinity, of the project clear of mud, dirt, debris, and construction materials and shall comply with City of San Marcos and Texas State University traffic control requirements; provide barricades, warning signs, controls, etc., as required. The Contractor will be required to clean campus streets utilized as truck routes for the project if mud or debris is allowed to remain in the roadways. If such roadways, parking lots or site improvements are damaged by the work of this project, the Contractor will be required to repair them in kind to a quality acceptable to the Owner.
- 17.9 GENERAL PERMITS: The Owner is exempt from paying for permits and fees to local government entities related to work on the Owner's property. There will be no building permit required, no platting fees and no local government inspection fees for permanent work on the Owner's property. The Owner is not exempt from permit and fee requirements for work in public rights of way or outside the boundaries of the Owner's property. The Contractor shall secure, pay and maintain all required permits.
- 17.10 SEDIMENTATION AND EROSION CONTROLS/NPDES GENERAL PERMIT: The National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Sites (General Permit) issued by the United States Environmental Protection Agency (EPA) requires compliance for construction activities. Compliance with the NPDES General Permit is required.
- a. Indemnification. GENERAL CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, AND EXPENSE ARISING OUT OF A VIOLATION OF THE APPLICABLE EPA NPDES REGULATIONS, THIS SPECIAL CONDITIONS SECTION, AND/OR THE TERMS AND
- CONDITIONS OF THE UNIFORM GENERAL CONDITIONS APPLY TO THE EXTENT ATTRIBUTABLE TO AN ACT OR OMISSION OF GENERAL CONTRACTOR, ITS SUBCONTRACTORS AT ANY TIER, OR CONSULTANTS.
- 17.11 ENVIRONMENTAL PROTECTION PROCEDURES: Any vegetation damaged during construction shall be replaced in kind; replacement shall consist of replacing trees, vegetation, and grasses in kind, with watering and maintenance as required for establishment unless otherwise noted on the Drawings.
- Furthermore, Contractor is responsible for ensuring that all discharges from the site are in compliance with all applicable laws and regulations. Contractor is responsible for pollutant contaminated run-off and proper disposal of all waste materials generated as a result of work activities. See also Division 1-010000, para. 15.5.
- 17.12 FIELD MANAGEMENT AND TEMPORARY STRUCTURES: See also Division 1-015000
- a. The Contractor shall coordinate and direct the work of this project from the site or Owner- designated area at adjacent site for the duration of the Work. One or more of the following options applies to this Project only if designated by a checked box:

- The Owner will designate and provide an adequately sized enclosed area for field office operations to the General Contractor adjacent the Project site. This location is to be properly maintained and released back to the owner in its original condition.
 - The Contractor shall provide and maintain its own temporary field office(s) that is weather-tight, well-lighted, air conditioned and safely heated, and to include provisions for telephone, data, and facsimile services, conference area(s), including tables and chairs, toilet facilities, and maintenance of all project files including submittals, project correspondence, and payment and payroll records, etc. The University will assist in providing hook-ups for telephone, data, and facsimile services when project is within campus grid. A lockable, 12' x 12' minimum private office shall be provided for the use of the Owner and A/E, equipped with an operational telephone, a 4in1 (copier, scanner, color printer, and fax machine) and internet connectivity and separate lines for each.
 - The Contractor shall provide and maintain a conference area, which shall include at least one primary area suitable for up to fifteen (15) persons to participate in progress and coordination meetings. The walls of this conference area are to serve as display surfaces for maintaining current prints of project schedules and work placement plans; space will include internet connectivity. This space can be incorporated with the Contractor's office trailers, and will be for shared and joint use by both throughout the project duration.
 - The Contractor shall provide and maintain at the site for the duration of the Project, for the use of the Owner and its consultants, a separate field office structure. The field office is to be weather-tight, well-lighted, air conditioned and safely heated, adequately supported and anchored, with toilet facilities, and two long distance phone lines and a 4in1 (copier, scanner, color printer and fax machine) and internet connectivity and separate lines for each. Local calls made from these lines shall be paid by the General Contractor. Long distance calls shall be paid for by the person or party placing the calls. The telephone numbers shall be reported to the Owner and the Architect/Engineer as soon as the telephones are installed.
 - Such field office shall be a minimum of twelve (12) feet wide by about thirty-(40) feet long and shall be partitioned to provide for two separate work areas including two entry doors with keyed locks, and shall include toilet facilities. Each of the three "office" areas within this structure shall be provided with layout tables, plan storage, file cabinets, desk and chairs, one telephone, a 4in1 (copier, scanner, color printer and fax machine) with separate lines for each, and adequate convenience outlets to accommodate business machines.
 - Telephone service to this field office shall include one phone line capable of local and long distance service with voice mail and one fax and internet connectivity, for a total of three separate lines, each with individual phone numbers and each line to be connected to multiple outlets for convenient arrangement. All costs for providing this telephone service, including a phone unit in each separate area, shall be paid by the Contractor.
- b. The General Contractor shall arrange for each Subcontractor to have field office accommodations as necessary to perform their work adequately.

- c. The General Contractor shall provide adequate and safe entries to all field offices, including steps with railings and landings or stoops as required, and shall provide hard surface walkways to connect the field office structures to one another and to site entry or exit.
- d. Upon authorization to mobilize, the General Contractor shall submit a plan layout showing location of field offices, size and arrangement of spaces and outlets, fencing, site control points, and utility tie-in locations for Owner review and acceptance.
- e. All costs for temporary field offices shall be included in the Contractor's Contract Price Breakdown. Reimbursement of such costs shall be included in the regular Progress Payment on a monthly basis, pro-rated over the anticipated duration of the project.

17.13 See other enclosures for additional information, examples, and samples of forms the Contractor is to use.

END OF SECTION 00 00 01

Project 90 Day Submittal Timeline

Description	Duration	Date
NTP - Notice to Proceed	based on contract	
Pre-Construction Photos & Videotapes	NTP+1	
Mobilization	NTP+1	
Construction Fence	NTP+1	
SWPPP, BMP's, Silt Fence, etc	NTP+1	
Completed Project Safety Program submitted to Owner's Designated Representative (ODSR) & Project Safety Coordinator (PSC)	NTP+1	
Completed Project Safety Program submitted to ODSR & PSC/Assistant	NTP+1	
Revisions to Project Safety Program submitted to ODSR & PSC/A	NTP+2	
PSC & PCA Qualifications (with certificates)	NTP+7	
Coordination of Project Safety Meeting w/ ODSR & PSC/A	NTP+8	
Project Hazard Analysis & Emergency Action Plans with safety manual	NTP+10	
Initial Project Safety Meeting (minutes)	NTP+15	
Site Trench Safety Plan (sealed by Engineer)	NTP+15	
Project Safety Meetings	weekly	
Monthly Safety Reports issued to Owner's Safety Coordinator		
Safety Inspections	daily & monthly	
Formal Project Safety Inspection	quarterly	
Annual Safety Inspections	NTP+365	
Submittal Schedule	NTP+20	
Submittal Schedule update w/ ea. Pay App	monthly	
Schedule of Values	NTP+21	
Project Schedule Submittal	NTP+21	
Planning & Scheduling Workshop	NTP+21	
(Preliminary) Equipment List/Matrix	NTP+30	
Equipment List/Matrix	NTP+30	
Contractor to furnish Owner one copy of the " <i>Means Facility Cost Data</i> "	NTP+30	
Contractor verifies/validates current copy of the " <i>Rental Rate Blue Book for Construction Mobilization Costs</i> "	NTP+30	
Owner Review of Submittal Schedule	Sub+30	
Video Display and Wall System	NTP+45	
TSU Key Cores		
Baseline Schedule Submittal	NTP+60	
Pre Commissioning Meeting	NTP+60	
Re-submittal of Submittal Schedule	Rev+15	

Description	Duration	Date
Contractor & Sub-Contractor Daily Reports issued to ODSR	daily	
8x10 Construction Photographs	monthly	
Maintain As-Built Blueline Set	weekly	
Substitution Submittal	NTP+90	
Building Shut Down Requests		
Burn Permits Requested and Posted		

UNIFORM GENERAL CONDITIONS:

The Uniform General Conditions have been issued in the Project Manual and are included in the Contract.

DIVISION 1 SPECIFICATIONS:

Division 1 Specifications have been issued in the Project Manual and are included in the Contract.



CONTRACT CHANGE

Project: _____
Location: _____
Contractor: _____

Change Order _____
Proposal No(s): _____
Date: _____

Classification Types: U=Unforeseen, SC= Scope Change, O=Omission, E=Error
The following changes in this contract are authorized:

Proposal #	Classification Type	Description	Amount
			2.50
			2.50
			2
			2
			2
Total Amount This Change			\$ 13.50

Completion Date Before This Change: _____
Number of Contract Days Extended by this Change: _____
New Completion Date: _____

ORIGINAL CONTRACT AMOUNT\$ _____
Amount of Previous Change Orders\$ _____
Total Revised Contract Amount before this Change\$ _____

This Change: Previous Contingency Balance.....\$ _____
Amount this Change.....\$ _____
Remaining Contingency Balance.....\$ _____

JUSTIFICATION FOR CHANGE: A/E to Provide Justification for Change for Each Proposal (If Necessary, Provide Additional Sheets): _____

Total Amount of this Change\$ _____
TOTAL REVISED CONTRACT AMOUNT including this Change\$ _____

It is mutually agreed that the above stated amount and time extension constitutes full compensation to the contractor for all costs, expenses, damages, or other claims, whether direct, consequential or otherwise, in any way incident to, or arising out of, or resulting directly or indirectly from the work performed or modified by the contractor under this Change Order.

RECOMMENDED BY:

Architect/Engineer Date

Representative Date

APPROVED BY:

Component Project Manager Date

ODSR: Date
Director, Facilities Planning, Design & Construction

ACCEPTED BY:

Contractor Date

Representative Date

Chancellor or Date
Vice Chancellor for Contract Administration

Lamar Components
Beaumont-Orange-Port Arthur

Sam Houston State University
Huntsville

Texas State University
San Marcos

Sul-Ross State University
Alpine-Del Rio-Eagle Pass-Uvalde

THE TEXAS STATE UNIVERSITY
SYSTEM DAILY TIME & MATERIAL WORK
STATEMENT

Project: _____

Date: _____

Location: _____

Contractor: _____

Description of Change In Work:

LABOR:

_____	Hrs. @ \$	= \$
_____	Hrs. @ \$	= \$
_____	Hrs. @ \$	= \$
_____	Hrs. @ \$	= \$
_____	Hrs. @ \$	= \$

Subtotal Labor \$ _____

MATERIALS:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

Subtotal Materials \$ _____

EQUIPMENT:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

Subtotal Equipment \$ _____

TOTAL THIS STATEMENT \$ _____

Daily Statement No: _____

Approval:

Owner's Representative

Contractor's Representative

Lamar Components
Beaumont-Orange-Port Arthur

Sam Houston State University
Huntsville

Texas State University
San Marcos

Sul-Ross State University
Alpine-Del Rio-Eagle Pass-Uvalde

THE TEXAS STATE UNIVERSITY SYSTEM CONTRACT TIME STATEMENT

Project: _____ Report No: _____ Location: _____

Contractor: _____ Date Work Began: _____, 20__ Date Time Computed From: _____, 20__

Month and Year	Date or Days	Extended days	Reason for Extended Days
Brought Forward			
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
TOTALS			

Consecutive Calendar Days in Contract _____ # Extended Days _____

Total Consecutive Calendar Days _____ # Consecutive Calendar Days Used _____

NEW COMPLETION DATE: _____20_____

Recommended and Approved:

Owner's Representative

Architect

EXHIBIT B, ATTACHMENT A - PREVAILING WAGE RATE SCHEDULE

MINIMUM PER HOUR CONSTRUCTION WAGE RATE DETERMINATION BY CONTRACT

Pursuant to the requirements of law and in compliance with V.T.C.A., Government Code §2258.001 et seq., the following wage determination is issued as required by law applicable to the work described. This determination shall be made a part of the contract for the work for which it is issued. The wage rates contained in the determination, including modification, if any, shall be the minimum to be paid by contractors and subcontractors to each worker employed by it in the execution of the work.

Texas Prevailing Wage Rate:

Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the Prevailing Wage Schedule for General Decision Number associated with date and month of contract execution; Construction Type: Building; County: Hays County in Texas, can be found at the [Wage Determinations website](#).

The contractor shall comply with all the requirements of V.T.C.A., Government Code §2258.001 et seq.

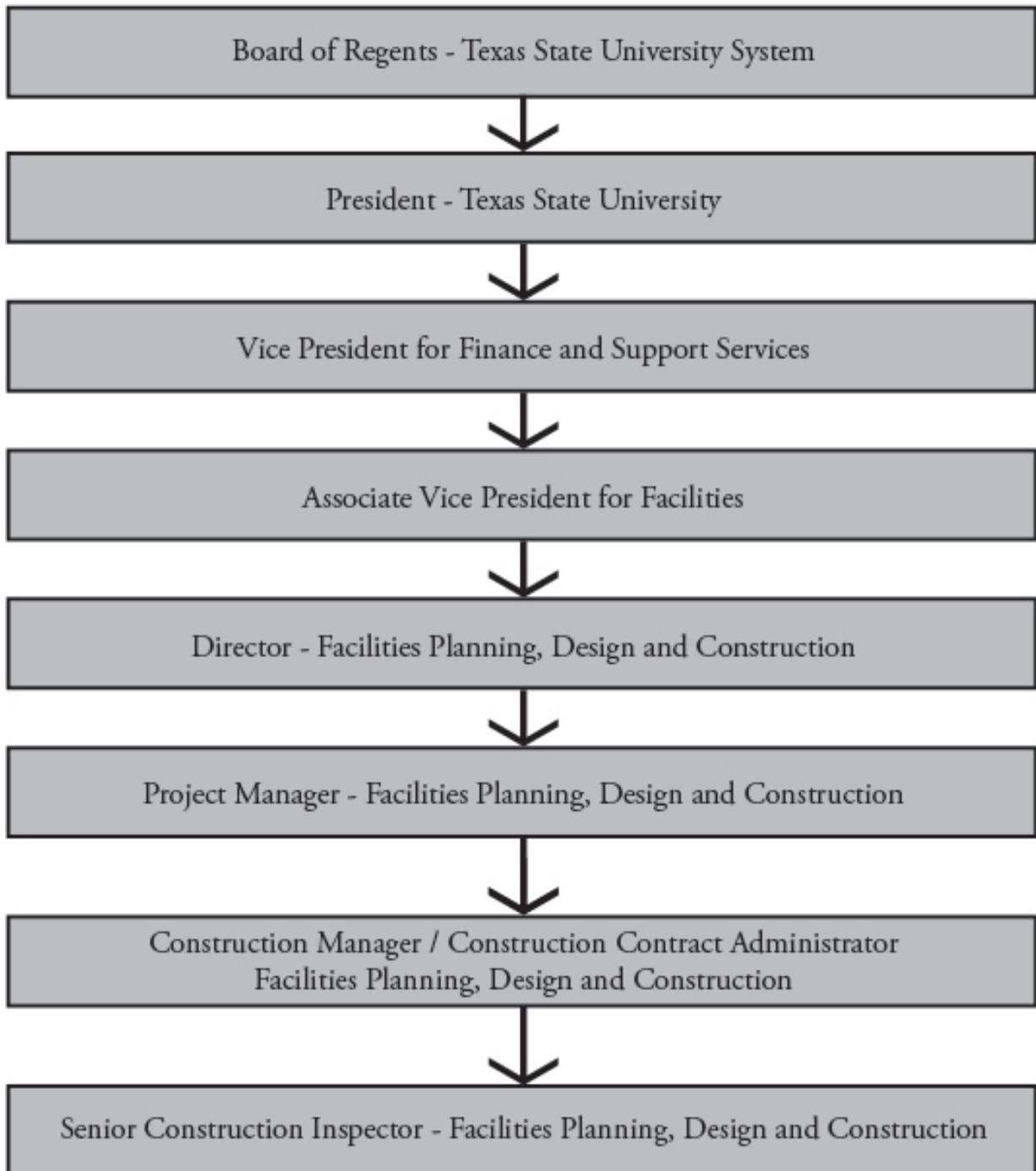
When the contractor or subcontractor proposes to utilize a particular class of laborers or workers not listed in the wage determination, such worker or laborer shall be classified or reclassified conformable to the wage determination and a report made in writing of such action to the Owner. When the interested parties are unable to agree on the classification or reclassification of workers, the question with recommendations of the parties shall be submitted to the Owner for determination. The decision of the authorized representative of the Owner shall be furnished to the parties and shall be binding and final.

The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workers and mechanics employed.

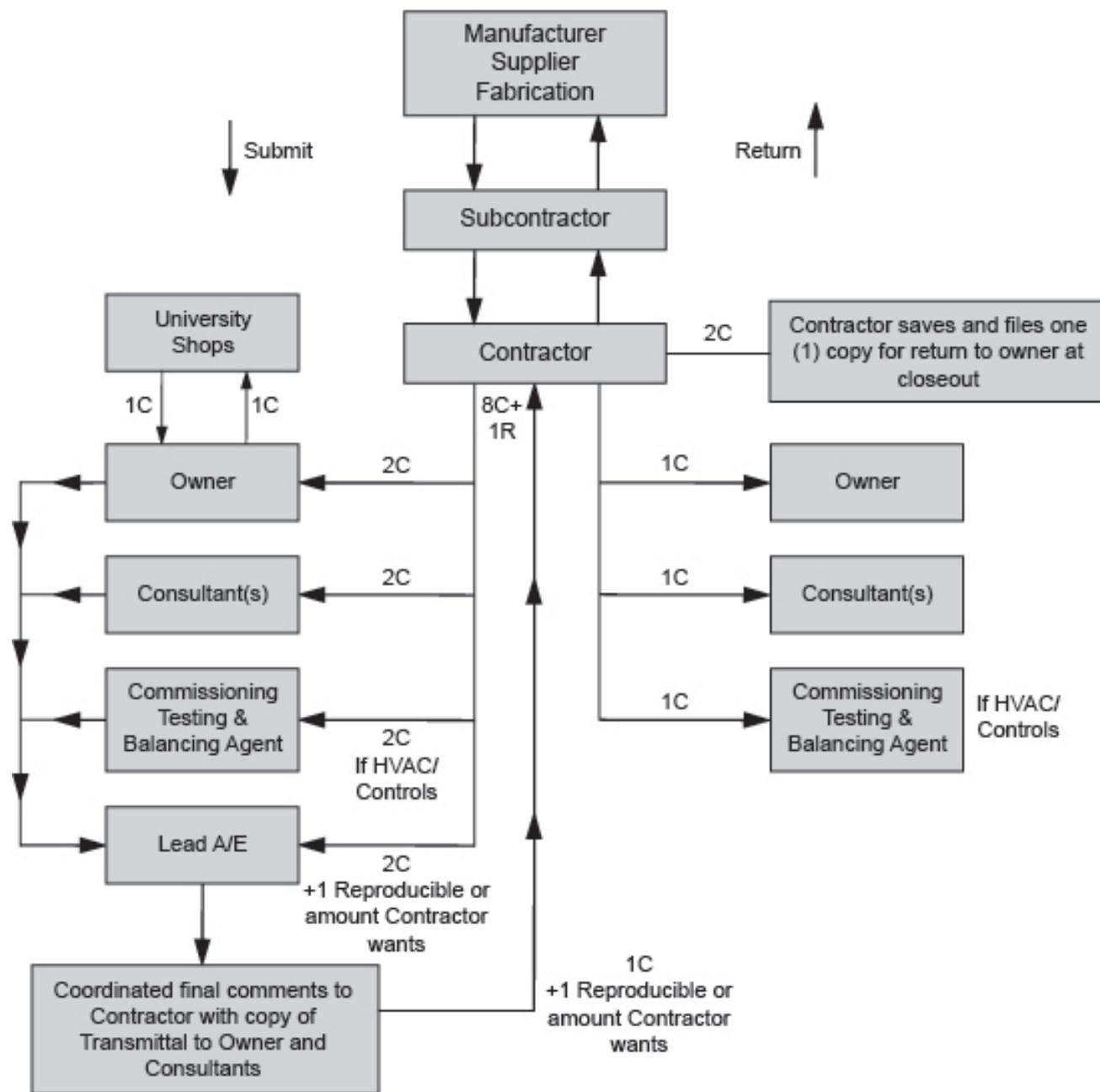
LOCATION OF PROJECT: San Marcos, Hays County, Texas

BUILDING CONSTRUCTION includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, the installations of utilities, machinery and equipment, both above and below grade level, as well as incidental grading and paving.

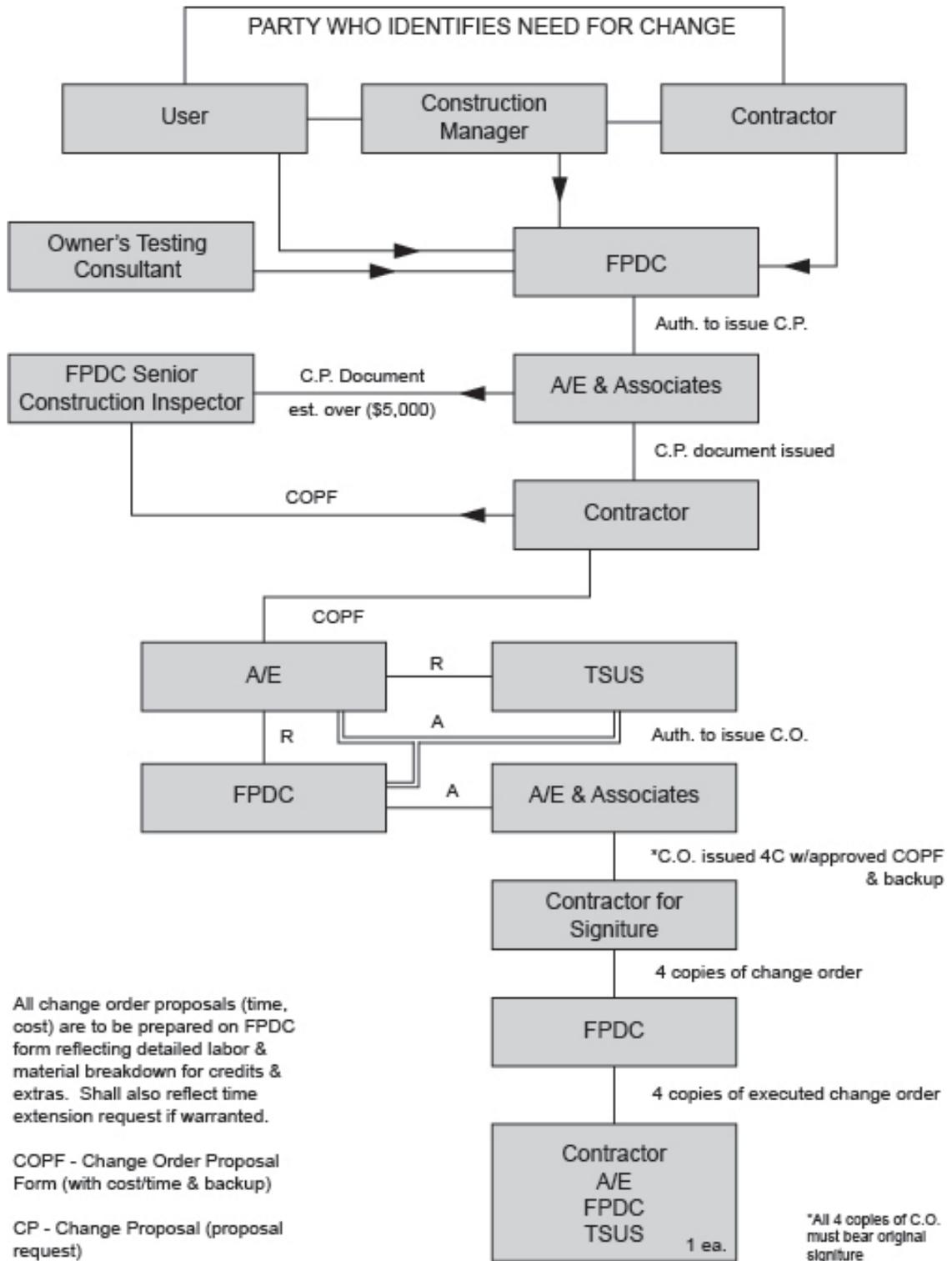
UNIVERSITY ORGANIZATIONAL CHART



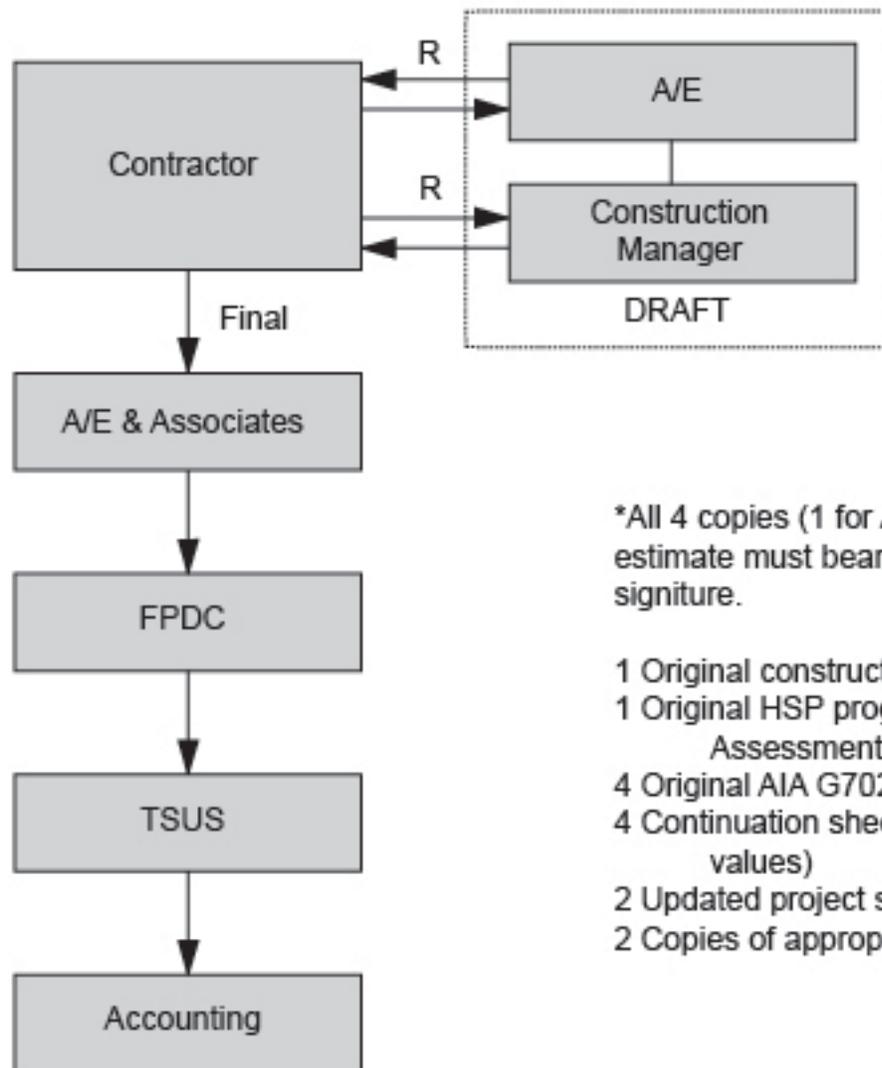
Submittal Data-Flow Diagram (Including Commissioning Agent and TAB)



Data-Flow Diagram Change Proposals/Change Orders



Pay Application-Flow Diagram



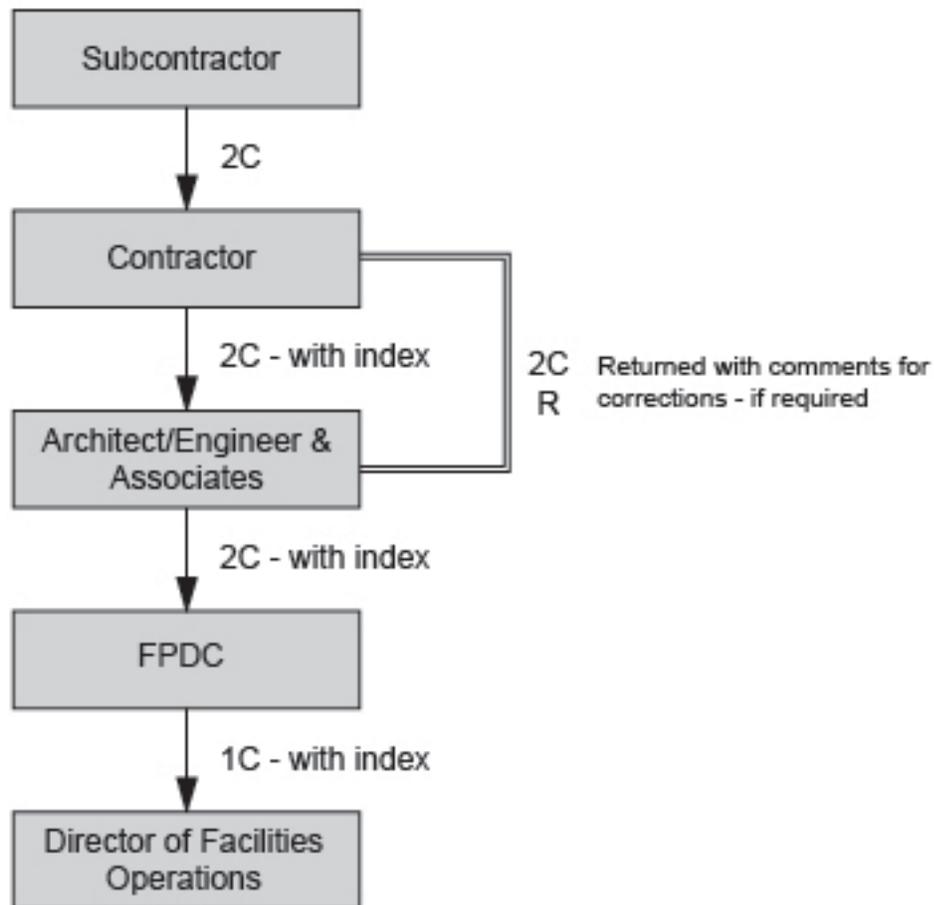
*All 4 copies (1 for A/E) of the pay estimate must bear original signature.

- 1 Original construction voucher
- 1 Original HSP progress Assessment Report
- 4 Original AIA G702
- 4 Continuation sheet (schedule of values)
- 2 Updated project schedule
- 2 Copies of appropriate backup

NOTE:

*Contractor must have recieved concurrence with his initial Submittal Log, Construction Schedule and Pay Estimate breakdown before first pay estimate will be processed.

Closeout Documents - Project Record Documents: As Constructed Drawings, Shop Drawings, Guarantees, Parts Lists, Operating Instruction, Service Manuals, ect.



NOTE:

Project Record Documents shall be submitted (completed) to A/E 30 days prior to substantial completion inspection.

Failure to submit documents will delay substantial completion inspection.

Project Record Documents shall include As-Constructed drawings, shop drawings, guarantees, parts lists, operating instructions, service manuals, spare parts, ect.

MONTHLY MEETING AGENDA
(generic outline)

DATE _____

PROJECT _____

A/E _____

CONTRACTOR _____

- A. Attendance roster
- B. Review of last month meeting minutes for pending items. (old business)
- C. Review of Submittal Status.
- D. Review of Request for Information. (RFI)
- E. Review of Architect Supplemental Instructions. (ASI)
- F. Review of Change Proposals and Change Orders. (CP's and CO's)
- G. Review of Progress Schedule forecast of operations for next month. Hard copy by Contractor for distribution and discussion.
- H. New Business - Contractor, A/E, Owner questions.
- I. Round table opportunity for everyone to voice problems. Complaints, etc.
- J. Review of Pay Application questions (monthly).
- K. Discussion of anticipated outage(s).
- L. Review of As-Built Drawings.

*In order that items C thru F may be effectively reviewed, each party, FPDC, Contractor and A/E should have their logs of each available for crosscheck and comparison.



REQUEST FOR INFORMATION

TEXAS STATE UNIVERSITY
Member The Texas State University System

Originator: _____ Contractor _____ A/E _____ Owner _____

Contractor RFI#: _____ A/E RFI#: _____

TO: _____ FROM: _____

Subject: _____

Reference Drawings: _____ Spec Section: _____

Date Initiated: _____ Date Requested: _____ Date Answered: _____

QUESTION: _____

PROPOSED RESOLUTION: _____

ANSWER: _____

Signature

Date

 TEXAS STATE UNIVERSITY SAN MARCOS <i>The rising STAR of Texas</i> A member of the Texas State University System	<h2 style="margin: 0;">CM@R CONSTRUCTION VOUCHER</h2> <h3 style="margin: 5px 0 0 0;">OFPPDC PROJECTS</h3>					
Pay to: (name, address, city state, zip code)		Period Covered		Contract Date		
		From:	To:			
		Application / Invoice Date	Application / Invoice No.	Voucher Amount		
		Project Name				
DESCRIPTION		AMOUNTS				
PRE-CONSTRUCTION FEE		1				
GMP		2				
CONTRACT SUB TOTAL		3(1+2)			\$0.00	
EXTRAS ORDERED		4			\$0.00	
CONTRACT SUB TOTAL		5 (3+4)			\$0.00	
DEDUCTIONS ORDERED		6			\$0.00	
TOTAL NET CONTRACT		7 (5-6)			\$0.00	
TOTAL AMOUNT EARNED TO DATE		8				
TOTAL RETAINED PERCENTAGE TO DATE		9			\$0.00	
TOTAL EARNED LESS RETAINED PERCENTAGE		10 (8-9)			\$0.00	
TOTAL PREVIOUSLY APPROVED		11			\$0.00	
AMOUNT DUE THIS STATEMENT		12 (10-11)			\$0.00	
ARCHITECT/ENGINEER CERTIFICATION						
In accordance with the Contract Documents, based on on-site observations and other pertinent data, the Architect/Engineer certifies that, to the best of the Architect/Engineer's knowledge, information and belief, the work has progressed to the point indicated and that this is a true and correct statement of work performed and materials supplied by the Contractor, and that this statement of account and the amount due is correct and that all work and material has been performed in full accordance with the terms and conditions of the Contract Documents and authorized changes thereto.		I, _____ do hereby certify that I am				
By: _____		(Title of person certifying)				
Architect/Engineer		Date				
AGENCY CERTIFICATION						
I certify that the above services were rendered or goods received, that they correspond in every particular with the contract under which they were procured, that the invoice is true and unpaid, and that the claim was presented within the applicable limitations period.		and that I am duly authorized to make this certification for and on behalf of				
		(Name of payee company/claimant)				
PAY REQUEST APPROVAL						
Signature	Title	Date				
	Project Manager / CCA					
Signature	Title	Date				
	Director / Asst Director					
Signature	Title	Date				
	AVP Facilities					
VPFSS / Account Manager				VPFSS / Account Manager		
Signature	Date			Signature	Date	
		<input type="checkbox"/> 1st Payment <input type="checkbox"/> Final Payment				
OFPPDC USE	Encumbrance #	Cost Center	Fund	Internal Order No.	Line #	Amount
	Encumbrance #	Cost Center	Fund	Internal Order No.	Line #	Amount
Encumbrance #	Cost Center	Fund	Internal Order No.	Line #	Amount	

ENCLOSURE 6

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF _____

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

APPLICATION NO: _____ PROJECT NO: _____

PERIOD TO: _____ CONTRACT DATE: _____

TO OWNER: Texas State University - San Marcos PROJECT: _____
601 University Drive
San Marcos, TX 78666

FROM CONTRACTOR: _____ VIA PROJECT MANAGER: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE: a. $\frac{\quad}{\quad}$ % of Completed Work \$ _____
(Column D + E on G703) b. $\frac{\quad}{\quad}$ % of Stored Material \$ _____
(Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

AMOUNT CERTIFIED..... \$ _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: _____ Date: _____

State of: Texas County of Travis
Subscribed and sworn to before me this day:
Notary Public: Valerie Odell
My Commission expires: 4/7/2008

(Attach explanation if amount certified differ from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are change to conform with the amount certified.)

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-2522



Shut Down Notification

A 7 Day Notification is Required

Project/Building: _____
 Origination Date: _____

Reason for Shut-Down:

Requestor: _____
Name Phone e-mail

Specific systems, equipment, utilities to be shutdown: _____

Location of Shut-Down: _____

RMSO Notified: Hot Work Permit: yes no

ROAD CLOSURE REQUIRED : yes no
 If yes, notify UPD and City of San Marcos

Desired Shut-Down date: start _____ end: _____

Desired Shut-Down time: start _____ end: _____

This Shut-Down could affect the following:

- | | | |
|----------------------------|-----------------------|----------------------|
| Fire Alarm Systems _____ | Steam _____ | Chilled Water _____ |
| Fire Suppression Sys _____ | Natural Gas _____ | Traffic _____ |
| Security _____ | Electric _____ | Domestic Water _____ |
| Compressed Air _____ | Emergency Power _____ | HVAC system _____ |
| Other _____ | Other _____ | Other _____ |
| Other _____ | Other _____ | Other _____ |

Outside Contractor

GC	contact name _____	phone/email _____
Sub	contact name _____	phone/email _____
Other	contact name _____	phone/email _____

Other Contacts:

contact name _____	phone/email _____

Date of Pre-Shut-Down walkthrough: _____

Notes:

DUCT LEAK TEST REPORT

Test No: _____

Structure or Building: Project: _____

Test Location: _____

Duct Static Pressure: _____ Inches W.G.

Description of system or part of system tested:

Total Design: _____ CFM

Allowable System Leakage: _____ CFM

Actual System Leakage: _____ CFM

Name and Title of Person in charge of performing test for Contractor:

Name: _____

Title: _____

Signature: _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

Signature of Contractor's Inspector:

DATE: _____

REMARKS:

Owner's Construction Manager or Construction Contract Administrator:

Signature Date

TEXAS STATE UNIVERSITY
TEXAS STATE UNIVERSITY SYSTEM
Facilities Planning, Design & Construction

FIELD ORDER

FIELD ORDER NUMBER: _____

DATE: _____

PROJECT NAME: _____

CONTRACTOR: _____

DESCRIPTION OF WORK: _____

AUTHORIZED COST: _____

AUTHORIZED TIME EXTENTION: _____

CAMPUS CONSTRUCTION REPRESENTATION: _____

Signature _____

CONTRACTOR REPRESENTATIVE: _____

Signature _____

*Unless stated otherwise, time extension will be zero.

Distribution:

- Contractor
- Architect
- User
- File



SAMPLE REPORT

Texas State University San Marcos, Texas
Facilities Department Planning, Design and Construction

Date: January 8, 2007

Harvey M. Juarez

Senior Bldg. Construction Inspector

Ph: 512-245-9968 Cell 512-753-9566

Project: Harris Dining Hall Renovation
Selective Demolition and Plumbing Package

FIELD INSPECTION REPORT/OBSERVATIONS

Weather: Blue skies. Temperature @ 60 degrees

Arrived on site @ 3:25PM

Contractor: Superintendent – off site

Trades: Plumbers

ACTIVITIES:

Back fill of trenches with road base is on going. **Ref: RFI response from Engineer to use sand.** Base is being processed (water introduced) and spread in @ 8" lifts compacted by gas powered "jumping jack", whacker type compactors. Compaction witnessed appears sound.

Called B-C Superintendent, on cell, to discuss use of base.

Says he hadn't seen response to RFI. He did not check e-mails Friday.

He says that Engineer's rep did visit site on Friday. (FPDC was not called as per S. Vandekieft) He says that base back fill began this AM when suitable excavated back fill material ran out. FPDC to consult with Carter-Burgess on the subject.

Sections of the pipe within the mechanical room have neither been bedded nor backfilled.
Remove all rocks from the proximity of the pipe before and bedding same. Typical.

Portion of trench behind existing chiller no. 1 appears to have place dry as it sloughs off into the open trench. Remove this material, process backfill, spread in lifts NTE 8" and compact.

Left site @ 4:00 PM.

Harvey M. Juarez, SBCI

Cc: File: G. Krezinski; F.Price; Carter-Burgess

Facilities Planning, Design and Construction



Submittal Review Comments

Project: _____

Submittal No. : _____

Contractor: _____

Received From GC: _____

Architect: _____

Returned To Architect: _____

- | | | |
|---------------|--------------------------------------|----------------------------|
| Action | A Approved | D Rejected |
| Codes: | B Approved As Noted | E Not Made – Submit |
| | C Make Corrections & Resubmit | |

Submittal No. :0135-7410-0 Standing Seam Metal Roof 0132-05585-0 Metal Pan Soffits
 0134-06100-0 Rough Carpentry - roof
 0136-07620-0 Sheet Metal Flashing and
 Trim 0137-10200-0 Roof Louvers
 Metal Building System Copper Roof Insulation

Note: The above submittals were provided as a combined package for review. The comments below address collectively all the above submittals.

Comments:

See attached roofing shop drawings for additional red marked comments.

These comments are in addition to the Owner’s comments from Pat Sullivan, sent to the Architect on November 11, 2004.

There is no data showing testing of the roof system that meets specified UL uplift and Class 1A-90 requirements.

Warranty is not per specifications and is not acceptable. See Par. 1.10

Who is to be considered the Manufacturer?

Confirm that 180 degree, double lock, 2” high seams will be used.

Confirm H01 or H02 temper on copper material.

GS&C: Is there a particular copper alloy requirement?

Clarify whether the #14 HD S.S. drill point fasteners used for both clips and for soffit panels.

If both copper rivets and S.S. rivets are available, why not use copper?

Verify soffit panel approved by the Chancellor will be installed in the job site mock-up for review.

Confirm soffit panel color selection on job site mock-up.

Specs call for soffit material to be .050 inch aluminum. Confirm.

Submittal calls for pancake head fasteners on soffit panels, as well as the #14 HD drill point screws.

Which is correct? Mock up should have correct fasteners installed.

Note: Specification requirements for roofing conferences.

PROJECT: _____

DIVISION #:				
SUBMITTAL SECTION/NUMBER:				
DESCRIPTION:				
DATE FPDC RECEIVED:				
DATE SENT TO SHOPS/STAFF:				
DATE RETURNED FROM SHOPS/STAFF:				
DATE RETURNED TO ARCHITECT:				
DATE RETURNED TO G.C.:				
DATE RECEIVED APPROVED SUBMITTAL:				
ACTION:				
REMARKS:				

Team Roster – [Project Name]

FPDC TEAM - TEXAS STATE UNIVERSITY

601 University Drive – US Mail
151-2 E. Sessom Drive, Suite 104 – Physical Address
San Marcos, Texas 78666-4615

Director: Office _____
Cell: _____
Email: _____

Project Manager: Office _____
Cell: _____
Email: _____

**Construction Manager/
Construction Contract
Administrator:** Office _____
Cell: _____
Email: _____

DESIGN TEAM

**Architect Primary
Contact:** Office _____
Cell: _____
Email: _____

Civil Engineer: Office: _____
Cell: _____
Email: _____

Structural Engineer: Office _____
Cell: _____
Email: _____

Elec. Engineer: Office: _____
Cell: _____
Email: _____

MEP Engineer: Office _____
Cell: _____
Email: _____

Other: Office: _____
Cell: _____
Email: _____

CONSTRUCTION TEAM

Project Manager: Office _____
Cell: _____
Email: _____

Superintendent: Office _____
Cell: _____
Email: _____

Office Engineer: Office _____
Cell: _____
Email: _____