DOCUMENT 001100 RFCSP752-25-1012CS ADVERTISEMENT FOR COMPETITIVE SEALED PROPOSAL

University of North Texas Kerr Dining Hall Renovation

Response due: July 14, 2025, at 2:00 PM CDT HUB Plan due: July 15, 2025, at 2:00 PM CDT Date of Virtual Opening: July 17, 2025, 2:00 PM CDT

In accordance with Education Code 51.783, the University of North Texas (UNT), subsequently referred to as Owner, is accepting proposals and intends to enter into an agreement with a vendor that specializes in General Construction in accordance with the terms and conditions and requirements set forth in this RFCSP. Sealed proposals for RFCSP752-25-1012CS will be received by the Owner electronically through Jaggaer link provided below.

Proposals will be received up to 2:00 p.m. CDT on July 14, 2025. HUB Sub-contracting Plans must be received up to 2:00 p.m. CDT on July 15, 2025. Proposals received after the date and hour above stated will not receive consideration. Proposals will then be virtually opened and read aloud promptly at 2:00 p.m. CDT on July 17, 2025, via Teams meeting:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 284 288 520 335 9

Passcode: eG2e2e55
Dial in by phone

+1 940-304-2772,,903006443# United States, Denton

Find a local number

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For organizers: Meeting options | Reset dial-in PIN

Project Description/Scope of Work

This project consists of the interior renovation of approximately 9,500 SF of the Kerr Hall Dining space. This project provides renovations to the first floor Dining Hall and Dining Prep areas. Scope includes converting existing dining facility into new Mean Greens vegan dining facility that will provide a unique dining experience for campus. This renovation will include a dining room accommodating approximately 300-350 people, a renovated kitchen and serving area, including new fume hood, and new public restrooms. Notice to Proceed for construction is anticipated to be June 2025.

The recently completed Housing Master Plan called for a need to make targeted physical changes to the existing residence halls to correct life safety, deferred maintenance, capital renewal issues, and modernization of facilities to support the needs of the student population to assist the University maintain a competitive position in housing and residential life. Kerr Hall was originally built in 1969, is the highest capacity residence hall and houses primarily first-year students. The relocation of Mean Greens all-vegan dining will look to open up the abandoned Kerr dining hall creating a restaurant feel and vegan desired destination. The dining hall reopening and first floor re-design is needed to provide relief to Eagle Landing, which is currently operating above capacity, and to support the new residence hall.

Questions

Questions concerning this proposal should be directed to:

Carrie Stoeckert
Construction Contract Expeditor III
University of North Texas System
Strategic Infrastructure, Planning & Construction
Carrie.stoeckert@untsystem.edu

All questions must be received no later than 2:00 p.m. CDT on June 27, 2025. All questions and answers will be posted to the website by 5:00 p.m. CDT on July 3, 2025.

The Owner may in its sole discretion respond in writing to questions concerning this Proposal. Only the Owner's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT System's website located at https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php . Oral or other written interpretations or clarifications shall be without legal effect.

Pre-Proposal Meeting

The pre-proposal meeting will be held in person at 2204 West Prairie Street, Denton, Texas in the Custodial Training Room at 1:00 p.m. CDT on June 23, 2025.

Site Visit: Site visit will be conducted on June 23, 2025, beginning immediately after the pre-proposal meeting. This will be the only site visit conducted.

Bid Documents

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

Online - Proposers can view bid documents at Electronic State Business Daily (https://www.txsmartbuy.com/sp), at the UNT System website at https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php and the UNTS Jaggaer website: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS.

Plan Rooms with bid documents on file include: McGraw-Hill Construction Plan Center (Irving), ABC Plan Room (Irving), DFW Minority (Dallas), AGC TEXO and iSqFt Plan Room (Dallas).

Historically Underutilized Business (HUB)

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

Only RFCSP responses with approved HUB Subcontracting Plans will be opened. Please submit the HUB Subcontracting Plan as a separate document, <u>separate</u> from your RFCSP electronic response through the UNTS Jaggaer link provided above.

Questions regarding the completion of the HUB Subcontracting Plan should be directed to Sony Simon or Rosa Violante at 940-369-5500 or hub@untsystem.edu.

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

END OF SECTION

DOCUMENT 002100 RFCSP752-25-10125CS INSTRUCTIONS FOR PROPOSAL

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

1. PRE-PROPOSAL MEETING:

A pre-proposal meeting will be conducted to answer any questions regarding the scope of the project and the submission of the HUB Subcontracting Plan. Attendance is not mandatory but highly recommended. The pre-proposal meeting will be held in person in the Facility Custodial Training Room located at 2204 West Prairie Street, Denton, Texas.

June 23, 2025, at 1:00 p.m. CST

A site visit will be conducted on **June 23, 2025**, beginning immediately after the pre-proposal meeting. **This will be the only site visit conducted.**

2. PROJECT PROPOSED SCHEDULE

| June 13, 2025 | | Issue RFCSP |
|------------------|-----------|--|
| June 23, 2025 | 1:00 p.m. | Pre-Proposal Conference |
| June 23, 2025 | 1:00 p.m. | Site Visit |
| June 27, 2025 | 2:00 p.m. | Deadline for Submission of Questions |
| July 3, 2025 | 5:00 p.m. | Responses to Questions Post on Website |
| July 14, 2025 | 2:00 p.m. | Deadline for Submission of Proposal |
| July 15, 2025 | 2:00 p.m. | Deadline for HUB Sub-Contracting Plan |
| July 17, 2025 | 2:00 p.m. | Public Opening - Virtual |
| July 2025 | | Formal Contract Award Notification |
| July/August 2025 | | Agreement Authorized |
| August 2025 | | Anticipated Notice to Proceed |

3. GENERAL REQUIREMENTS

3.1 Pricing

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

3.2 Unit Prices

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

3.3 Schedule

Time is of the essence in the performance of the Contractor's duties. It is critical that a realistic expedited schedule is provided. Project substantial completion date is June 2026.

3.4 Purchasing Items

- A. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Substitution requests of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- B. Unless otherwise specified, all material shall be new and unused.
- C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.
- E. A one (1) year warranty from substantial completion is required.
- F. Delivery
 - i. Show number of days required to complete project under normal conditions.
 - ii. No substitutions permitted without written approval of Owner.
- G. Inspection and Tests

All work will be subject to inspection and test by the Owner. All costs shall be borne by the respondent in the event of failed inspection or tests.

3.5 Eligible Respondents

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

4. SUBMISSION OF PROPOSALS

- 4.1 Submit a total of one (1) complete copy of the entire response. Please submit your Hub-Subcontracting Plan as a separate pdf file. Your HUB Sub-Contracting Plan will be due 24 hours after submission of your proposal. No QR codes will be accepted as part of your response and may disqualify your response. An original signature must appear on the Proposal Form (Division 00, Section 004100).
- 4.2 Your response and HSP should be electronically submitted through the UNTS Jaggaer website link as follows:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

In order to submit proposals electronically, Proposer must have a working, registered vendor username and password to login. If this is the first time Proposer has attempted to submit a response electronically, please register at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

Proposers are highly encouraged to ensure you have a working login in advance of the submission deadline.

Proposer is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.

Browser requirements: Chrome

Proposer shall be solely responsible for ensuring timely submission of the Proposal.

UNTS is not responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal of inaccessibility of the submitted data. Proposers are highly encouraged to prepare and allow for sufficient time to familiarize themselves with the electronic submission requirements and to address any technical or data issues Prior to the Proposal due date and time.

- A. Late proposals will not be considered under any circumstances.
- B. The Owner reserves the right to accept late proposals; however, proposals received after opening time will not be accepted.
- C. Facsimile ("FAX") or emailed proposals are not acceptable.
- D. The Proposal must be submitted no later than 2:00 p.m. CST on July 14, 2025. Proposals received after the date and hour previously stated will not receive consideration. The HUB Sub-Contracting Plan must be submitted no later than 2:00 p.m. CST on July 15, 2025. Failure to submit the HUB Sub-contracting plan will disqualify your proposal.

Please submit your response electronically thru the UNT System Jaggaer site at: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made public. A public opening shall be held virtually on July 17, 2025, promptly at 2:00 p.m. CST. Public bid opening will be held virtually via Microsoft Teams meeting:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 284 288 520 335 9

Passcode: eG2e2e55
Dial in by phone

+1 940-304-2772,,903006443# United States, Denton

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4.3 After proposals are received in response hereto and notice of intent to award a contract is made, the successful Contractor will be required to enter into a contract in the form of the Owner's standard General Construction Agreement. The Contractor should review the contract (Division 00, Section 005200, Agreement Forms). No changes to the standard contract will be accepted.

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

Carrie Stoeckert –Construction Contract Expeditor III University of North Texas System Strategic Infrastructure, Planning & Construction

Please submit solicitation questions to: carrie.stoeckert@untsystem.edu

All questions must be received no later than June 27, 2025, at 2:00 p.m. CST. All questions and answers will be posted to the website by 5:00 p.m. CST, July 3, 2025.

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

Responses to inquiries which directly affect an interpretation or change to this RFCSP will be issued in electronically by addendum (amendment) and posted at:

https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php, https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS, and http://www.txsmartbuy.com/sp

All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFCSP, and the Respondent shall be required to consider and acknowledge receipt of such on the proposal form. Contractors are responsible for obtaining any addenda posted on the websites listed above.

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

4.4 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, and all other laws and regulations and executive orders as are applicable.

4.5 University's Right to Audit

At any time during the term of any Contract resulting from this solicitation and for a period of seven (7) years thereafter, the Owner or a duly authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Contractor shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Contractor.

4.6 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than seven (7) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives.

4.7 Insurance and Bonds

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

4.8 Other Benefits

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

4.9 Non-Disclosure

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

4.10 Publicity

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

4.11 Assignment

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

4.12 Assignment of Overcharge Claims

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

4.13 Patent and Copyright

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

4.14 Texas Public Information Act

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

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

4.15 Freedom of Access and Use of Facilities

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

4.16 Observance of University Rules and Regulations

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

4.17 Section Headings

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

4.18 Governing Law

- A. This RFCSP, and any resulting Contract, agreement or purchase order shall be construed and governed by the laws of the State of Texas.
- B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- C. Important Notice: Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- D. Federal Funds: All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, vendor certifies that vendor is in compliance with OMB A-110 and that vendor is not on the Debarred Bidders List.

4.19 Owner's Special Conditions

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

4.20 Prevailing Wage Schedule, University of North Texas System

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

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

- 4.21 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least twenty-five (25) percent ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.
- 4.22 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.
 - A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

- B. **Excess Obligations Prohibited**: The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or Owner funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)
- C. Cancellation: Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the vendor, the vendor will be contacted. The Owner reserves the right to cancel this contract upon thirty (30) days written notice to the Contractor. The Contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should unforeseeable conditions occur.
- D. Miscellaneous: The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Vendor, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Support Services Procurement department.

5. EVALUATION

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

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

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

5.2 Evaluation Criteria

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

- A. Proposed agreement amount listed on Proposal form.
- B. Proposed number of calendar days indicated on Proposal form.
- C. The qualifications and experience of the proposer's key personnel and subcontractors committed to the project. Five (5) years' experience with similar scale projects, resumes of key team members working on project, experience with construction of similar, complexity and schedule along with previous experience with construction on a university campus with heavy foot and vehicular traffic. Please include two (2) projects for team members listed and two (2) other projects showing experience with kitchen/dining hall renovation. Experience and Proficiency firm and aggressive time schedules.
- D. Proposer's current workload and availability of personnel and equipment. Must have the ability to respond to service and/or warranty calls within twenty-four (24) hours, including weekends.
- E. The quality of references from owners and architects for similar projects completed by the proposer within the last five (5) years.
- F. The proposer's proposed project schedule and the demonstrated ability with firm and aggressive schedules on similar projects. Provide detailed phasing plan and schedule for both procurement and construction.

- G. The responsibility and reputation of the proposer, including claims and litigation experiences.
- H. The proposer's safety record.
- I. The sufficiency of the proposer's financial resources.

6. AWARD PROCESS

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

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

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

6.2 Respondent's Acceptance of Evaluation Methodology

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

6.3 Contract

- A. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNTS Agreement is issued and accepted. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.
 - An award is made to the Vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, <u>BEST VALUE</u> may be considered.
 - ii. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
 - iii. If a "best offer" vendor shows not to be in "good standing," this agency may reject the response and award to the next best response.
 - iv. The Owner reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.
- B. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received

- indirectly by subcontractors through proposer and the requirement to cooperate is included in any subcontract it awards.
- Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested by email to carrie.stoeckert@untsystem.edu.
- 6.5 Historically Underutilized Businesses (HUB)
 - A. If Owner elects to award the future Construction Phase Services to the Construction Manager, the proposed contract is expected to exceed \$100,000.00. A Good Faith Effort Program in the form of a HUB Subcontracting Plan (HSP) is a mandatory condition precedent to the award of any such extension of the contract. The HSP will become a part of the General Construction Agreement Refer to Division 00, Section 006000, *Project Forms* herein for HSP Forms.
 - B. Centralized Master Bidders List (CBML): The Owner utilizes the Texas Comptroller of Public Accounts CMBL to locate potential HUB vendors. The CMBL is located at: http://comptroller.texas.gov/purchasing/vendor/cmbl/. Non-HUB respondents are identified from various sources including the CBML.
 - C. Questions regarding completing the HSP should be directed to Sony Simon, Assistant HUB Coordinator or Rosa Violante at 940-369-5500 or https://doi.org/10.1007/hub@untsystem.edu. Additional information can also be found at the Texas Comptroller for the Public Accounts website at:

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.

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

END OF SECTION

DOCUMENT 004100 RFCSP752-25-1012CS KERR HALL DINING RENOVATION PROPOSAL FORM

| Proposal of: | | |
|--------------|----------------|--|
| | (Company Name) | |

In accordance with Education Code 51.783, the University of North (UNT), subsequently referred to as the Owner, is accepting proposals and intends to enter into an agreement with a General Construction contractor in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposal (RFCSP).

UNTS is accepting sealed proposals no later than 2:00 p.m. CDT on July 14, 2025. Proposals received after the date and hour previously stated will not receive consideration. The HUB Sub-Contracting Plan is due no later than 2:00 p.m. CDT on July 15, 2025. Failure to submit the HUB plan will disqualify your proposal.

The scope of work of this RFCSP is General Construction for the Kerr Hall Dining Renovation project. A set of the one hundred percent (100%) Construction Documents and Specifications have been included for use in preparation of the proposal. The following documents have also been included for your use:

- 1) Revised Questions #1 posted in prior cancelled RFCSP769-25-1005CS
- 2) Addendums 2 and 3, (Specs and Drawings with contain these changes)
- 3) Kerr Hall Asbestos Report 05-15-2025

A sample copy of the agreement has been included (Division 00, Section 005200, Agreement Forms) for review.

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

TO: Carrie Stoeckert
Construction Contract Expeditor III
University of North Texas System

Via Electronic Delivery through Jaegger Website Link below:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

BASE BID

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

UNT Kerr Hall Dining Renovation Prepared by: Treanor

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

Not to Exceed Pricing:

| 1. | Provide a not to exceed price to infill or patch unused openings as described in General Note 18 on sheet G002. |
|----|--|
| | \$ |
| 2. | Provide a not to exceed amount to patch fire rated floors, walls and ceilings as indicated in Floor Plan General Note I on sheet A101. |
| | <u>\$</u> |

ALTERNATE BIDS:

| Number | Description of Alternate Bid: | Additive/Deductive | Bid Amount: |
|--------|--|---------------------------|-------------|
| 1 | Wood slat ceiling over serving line (CL-4) | ☐ Additive ☐ Deductive | \$ |
| 2 | Quarry tile in back-of-house kitchen spaces (TL-9) | ☐ Additive ☐ Deductive | \$ |
| 3 | 1'-6" high glass (GL-1) privacy screens a partial height pony walls throughout the dining hall | ☐ Additive ☐ Deductive | \$ |
| 4 | Armstrong Tectum DesignArt Lines Tegular Ceilings (CL-3) | ☐ Additive ☐ Deductive | \$ |
| | | | |

PAYMENT TERMS

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

- a. Payment on any contract will be withheld from Proposer if Proposer is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Proposer shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION**: Response is subject to disqualification if Proposer provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Proposer agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SALES TAX

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

INSURANCE

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

| - , | | 3 | , | | |
|--|--|--|-----------------------------------|--|---|
| TIME OF COMP | PLETION | | | | |
| | lendar Days neede d delivery of equip | | | | calendar days (including, |
| LIQUIDATED D | AMAGES | | | | |
| Liquidated dama | ages will be in acc | ordance with Divi | sion 00, Section | 007000 "UGC". | |
| BOND | | | | | |
| \$25,000.00 and agreement will be a total bond cos | a Performance E oe over \$100,000.0 | Bond for all publ 00 so a Payment pay bonding co | ic works agreen and Performanc | nents over \$100,00 e Bond is required. | public works agreements over 00.00. It is estimated that this Please provide the amount as ss-through amount with proper |
| Payment and Pe | erformance Bond o | cost: \$ | | | |
| ADDENDA | | | | | |
| Receipt is hereb | y acknowledged c | f the following ac | Idenda to this RF | CSP. (Initial, if app | olicable) |
| No. 1: | No. 2: | No. 3: | No. 4: | No. 5: | No. 6: |
| Dated: | Dated: | Dated: | Dated: | Dated: | Dated: |
| | | | | | |

QUALIFICATIONS

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

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

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

- 1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
- 2. By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.

- 3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
- 4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
- 6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
- 7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

| | Supplies, materials, or equipment produced in Texas/offered by Texas bidders Agricultural products produced or grown in Texas Agricultural products and services offered by Texas bidders USA produced supplies, materials, or equipment Products of persons with mental or physical disabilities Recycled, remanufactured, or environmentally sensitive products, including recycled steel products Energy efficient products Rubberized asphalt paving material Recycled motor oil and lubricants Products produced at facilities located on formerly contaminated property Products and services from economically depressed or blighted areas Vendors that meet or exceed air quality standards |
|--------------------------|---|
| Consistent a violations. | nd continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust |
| | hereon, Respondent certifies it is a small business and/or minority/female owned business as defined of Texas. Check status below: |

9. By signature hereon, Respondent certifies as follows:

Status not claimed

Historically Underutilized Business

Small Business (House Bill 366, 64th Legislature)

Certified by Texas Department of Commerce

Minority/Female Owned Business (House Bill 2626, 73rd Legislature)

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

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

- 10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.
- 11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

| Name of former Executive: | | |
|---------------------------------------|-------------------------------------|--|
| Name of State Agency: | | |
| Date of separation from State agency: | | |
| Position with Respondent: | Date of employment with Respondent: | |

- 12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
- 13. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 14. Suspension, Debarment, and Terrorism: Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.
- 15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 16. By signature hereon, Respondent will comply with and agree to use E-Verify System in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.
- 17. Respondent affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.002. Additionally, Respondent shall not engage in a boycott of Israel during the term of this agreement.
- 18. Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2272.02, that it does not have a practive, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and willnot discriminate against a firearm entity or firearm trade association during the term of this agreement.
- 19. Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2274.02, that it does not boycott energy companies and will not boycott energy companies during the term of this agreement.
- 20. By signature hereon, Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2252.201-2252.205, that it is in compliance with the requirement that any iron or steel project produced through a manufacturing process and used in the Project is produced in the United States.
- 21. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number.

| Complete the following: | |
|-------------------------|--|
| Payee ID No. | If a Corporation State of Incorporation: |
| FEI No. | Charter No: |
| Company Information: | Submitted by: |
| (Company Name) | (Authorized Signature) |
| (Street Address Line 1) | (Printed Name/Title) |
| (Street Address Line 2) | (Date) |
| (City, State, Zip Code) | (Telephone Number) |
| | (Facsimile Number) |
| | (Email Address) |

ATTACHMENT A

QUALIFICATIONS RFCSP752-25-1005CS KERR HALL DINING RENOVATION

ITEMS 1 THROUGH 5 TO BE SUBMITTED WITH PROPOSAL

| Proposer's Name: | |
|---|--|
| Point of Contact: | |
| Address: | |
| City, State, Zip: | |
| Telephone No.: | |
| Email: | |
| State Comptroller Vendor Identification Number: | |

1. GENERAL

- A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- B. Attach your Project Organization Chart and resumes of individuals who would be assigned to this project.
- C. Proposed demolition schedule (Bar chart acceptable).

| HIS | STORY | ľ | | | |
|-----|-------------|--------------|--------------------|----------------------|--|
| A. | ☐Corp | ooration [| ☐Partnership [| ☐Sole Proprietors | hip |
| | State o | of Incorpora | ation: | | |
| В. | In cont | inuous bus | siness since: | | |
| | Remar | ks (if requi | red): | | |
| | | | | | |
| | | | | | |
| C. | Corpor | ate Officer | s, Partners or O | wners of Organiza | ation: |
| | <u>Name</u> | | <u>Brancl</u> | <u>h Manager</u> | <u>Telephone Number</u> |
| | | | | | |
| | | | | | |
| | | | | | |
| D. | Check | box(es) co | orresponding to t | the nature of your | business: |
| | | Large B | usiness (100 or | more employees) | |
| | | Small Bu | usiness (fewer th | nan 100 employee | s) |
| | | HUB Bu | siness | | |
| | | Other (D | efine) | | |
| E. | Has yo | our organiz | ation ever defau | Ited or failed to co | mplete any work awarded? |
| | | Yes | | No | |
| | If yes, | stipulate w | here and why: | | |
| | | | | | |
| | - | | | | |
| F. | Has yo | our organiz | ation ever paid li | iquidated damage | s or a penalty for failure to complete a contract on time? |
| | | Yes | | No | |
| | 16 | | | | |

3. EXPERIENCE

| A. | Normally performs | | % of the work with own forces. List trades below: | rades below: | |
|----|---|-------------------------|---|--------------|--|
| В. | Propos | e to perform | % of the work for project with own forces. List trades below: | | |
| | | | | | |
| C. | form us | ing format below identi | organization has in-progress. If more space is needed attach pages to this fied by item and sub-item: | | |
| | i. | Name, Location and | Description of Project: | | |
| | | | | | |
| | | | | | |
| | | Contract An | nount: | | |
| | | | nplete: | | |
| | | | pletion Date:ntact and Telephone Number: | | |
| | | | mact and Telephone Number. | | |
| | | | | | |
| | Architect Reference Contact and Telephone Number: | | | | |
| | | | | | |
| | ii. | Name, Location and | Description of Project: | | |
| | | | | | |
| | | | | | |
| | | Contract An | nount: | | |
| | | | nplete: | | |
| | | | upletion Date: | | |

| | | Owner Reference Contact and Telephone Number: | | |
|----|----------|---|--|--|
| | | Architect Reference Contact and Telephone Number: | | |
| | iii. | Name, Location and Description of Project: | | |
| | | | | |
| | | Contract Amount: | | |
| | | Percent Complete: | | |
| | | Project Completion Date: | | |
| | | Owner Reference Contact and Telephone Number: | | |
| | | | | |
| | | Architect Reference Contact and Telephone Number: | | |
| | | | | |
| D. | Total nu | umber and dollar amount of contracts currently in progress: | | |
| | | Number\$ | | |
| E. | Largest | contract currently in-process: | | |
| | | Anticipated date of completion: | | |
| F. | Volume | of work completed over last five (5) years: (Through 12/31) | | |
| | | Year \$ | | |
| | | | | |
| | | <u> </u> | | |
| | | | | |
| | | \$ | | |

| I | Name, Location and Description of Project: | | |
|-----|--|------------------|--|
| _ | | | |
| | | | |
| - | | | |
| - | | | |
| | Contract Amount: | | |
| | Percent Complete: | | |
| | Project Completion Date: | | |
| (| Owner Reference Contact and Telephone Number: | | |
| | Name | Telephone Number | |
| , | Architect Reference Contract and Telephone Number: | | |
| | Name | Telephone Number | |
| . 1 | Name, Location and Description of Project: | | |
| - | | | |
| - | | | |
| - | | | |
| | Contract Amount: | | |
| | Percent Complete: | | |
| | Project Completion Date: | | |
| (| Owner Reference Contact and Telephone Number: | | |
| | Name | Telephone Number | |
| , | Architect Reference Contract and Telephone Number: | | |
| | Name | Telephone Number | |

| Name, Location and Description of Project: | | |
|--|------------------|--|
| | | |
| | | |
| | | |
| | | |
| Contract Amount: | | |
| Percent Complete: | | |
| Project Completion Date: | | |
| Owner Reference Contact and Telephone Number: | | |
| · | | |
| Name | Telephone Number | |
| Architect Reference Contract and Telephone Number: | | |
| Name | Telephone Number | |
| | | |
| Name, Location and Description of Project: | | |
| | | |
| | | |
| | | |
| | | |
| Contract Amount: | | |
| Percent Complete: | | |
| Project Completion Date: | | |
| Owner Reference Contact and Telephone Number: | | |
| Name | Telephone Number | |
| Architect Reference Contract and Telephone Number: | | |
| Alonteot Neletence Contract and Telephone Number. | | |
| Name | Telephone Number | |

| Contract Amount: | <u> </u> |
|--|------------------|
| Percent Complete: | |
| Project Completion Date: | <u> </u> |
| Owner Reference Contact and Telephone Number: | |
| Name | Telephone Number |
| Architect Reference Contract and Telephone Number: | |
| Name | Telephone Number |
| | |

4. SAFETY PROGRAM

| A. | List your organization's Workers Compensation Experience Modification Rate (EMR) for the last three (3) years, as obtained from your insurance agent. |
|----|---|
| | YEAR |
| | EMR |
| В. | Complete matrix for the three (3) past years, as obtained from OSHA N. 200 Log: |
| | Year |
| | Number of injuries and illness |
| | Number of lost time accidents |
| | Number of recordable cases Number of fatalities |
| | Total Injury & illness rate from OSHA 300 log |
| | Total injuly & lilliess rate from OSHA 500 log |
| | Please provide your SIC Code |
| C. | Are regular project safety meetings held for Field Supervisor(s)? |
| | ☐ Yes ☐ No |
| | If yes, frequency: |
| | ☐Weekly ☐Bi-monthly ☐Monthly ☐As Needed |
| D. | Are project safety inspections conducted? |
| | If yes, who performs inspection? How often? |
| | |
| E. | Does organization have a written safety program? |
| | If yes, provide a copy. It will become a compliance document upon contract award. |
| F. | Does your organization have a safety orientation program for new employees? ☐Yes ☐No |
| | For employees promoted to Field Supervisors? |
| | If yes, does your Supervisor Safety Program include instructions on the following: |
| | Safety work practices Tool box safety meetings First aid procedures Accident investigation Fire protection New worker's orientation |

5. FINANCIAL

| A. | | Attach an audited Financial Statement, including a profit an f the last audited statement is over twelve (12) months old, | | | |
|----|-------------------|---|---------------------|--|--|
| B. | | | | | |
| | Age | Agent: | | | |
| | Nar | Name of Contact:Telephone No | | | |
| C. | Bonding Capacity: | | | | |
| | Lim | imit per project: | | | |
| | | Jnencumbered bonding capacity: | | | |
| D. | Tra | rade References (Additional references may be included a | s attached sheets.) | | |
| | i. | Organization: | | | |
| | | Agent: | | | |
| | | Name of Contract:Telep | phone No | | |
| | ii. | i. Organization: | | | |
| | | Agent: | | | |
| | | Name of Contract:Telep | phone No | | |
| | iii. | ii. Organization: | | | |
| | | Agent: | | | |
| | | Name of Contract: Teler | phone No. | | |



GENERAL CONSTRUCTION AGREEMENT

(For Use with Competitive Sealed Proposals)

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

ARTICLE 1 PROJECT

- 1.1 Owner does hereby engage Contractor and Contractor does hereby agree to provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents to construct the {Project Name} ("Project"), on the {Campus}, to be completed in accordance with the requirements herein, and generally described as follows:
 - {General Description of the Project}
- 1.2 Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with Owner's requirements and the terms of the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

- Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work. The Drawings, Specifications, and addenda have been prepared for Owner by {Architect/Engineer} ("Design Professional").
- 2.2 The Contract Documents consist of:
 - 2.2.1 This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
 - 2.2.2 The Uniform General Conditions for Construction and Design Contracts for the University of North Texas System ("Uniform General Conditions" or "UGC");
 - 2.2.3 Supplementary General Conditions or Special Conditions, if any;
 - 2.2.4 Owner's Specifications;
 - 2.2.5 All Addenda issued prior to the Effective Date of this Agreement;
 - 2.2.6 All Change Orders issued after the Effective Date of this Agreement;
 - The Drawings, Specifications, details and other documents developed by Design Professional to describe the Project and accepted by Owner;
 - 2.2.8 The Drawings and Specifications developed or prepared by Owner's other consultants, if any, and accepted by Owner; and

- 2.2.9 The Historically Underutilized Business (HUB) subcontracting plan submitted or amended by Contractor and approved by Owner for this Project.
- 2.3 The Contract Documents form the entire and integrated agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.
- 2.4 To the extent the terms of this Agreement conflict with the Uniform General Conditions and/or the Supplemental Conditions, the terms of this Agreement will control.
- 2.5 If there is an irreconcilable conflict between or among the various documents that make up the Contract Documents, the interpretation that provides for the higher quality of material and/or workmanship will prevail over all other interpretations.

ARTICLE 3 DEFINITIONS

- 3.1 Terms, words, and phrases used in the Contract Documents shall have the meanings given in the Uniform General Conditions.
- 3.2 The following terms, words, and phrases used in the Contract Documents shall have the following meanings, and if more specific than the definition given in the Uniform General Condition, the more specific given in this Agreement shall control.
 - 3.2.1 "Baseline Schedule" means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by the Design Professional and Owner), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule shall clearly demonstrate the longest path of activities, critical activities durations, and necessary predecessor conditions that drive the end date of the schedule. The accepted Construction Baseline Schedule shall not change.
 - 3.2.2 "Design Professional" means licensed professionals, or firms employing such licensed professionals, engaged by Owner as independent architects or engineers for design of all or a portion of the Project and to prepare Drawings and Specifications for the construction of the Project. More than one such professional or firm may be employed by Owner, and all such professionals or firms, regardless of number, are referred to in the singular herein.
 - 3.2.3 "Longest Path" means the sequence of directly related activities that comprise the longest continuous chain of activities from the start of the first activity to the finish of the last activity. Each activity in the Longest Path is critical and directly related in that it prevents its successor from being scheduled earlier than it is. For this Project, "Longest Path" shall also include ten percent (10%) Total Float and Weather Days.
 - 3.2.4 "Subcontractor" means a person or entity who has an agreement with Contractor to perform any portion of the Work. The term Subcontractor does not include the Design Professional or any person or entity hired directly by Owner.
 - "Work" means the provision of all services, labor, materials, supplies, and equipment that are required of Contractor to complete the Project in strict accordance with the requirements of the Agreement and the Construction Documents. Work includes, but is not limited to, the construction services, additional work required by Change Orders, and any other work reasonably inferable from the Construction Documents. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a

usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor's responsibilities include but are not limited to supervision, furnishing labor, materials, equipment, employment of and responsibility for subcontractors, payment of taxes where applicable, patent fees, royalties, approval fees, license fees, permit fees, filing fees, registration fees, and other governmental charges.
- 4.2 Contractor represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking. Contractor shall furnish construction administration and management services and use Contractor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all applicable laws.
- 4.3 Neither Contractor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or unless authorized in writing by Owner's Representative.
- 4.4 Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, procedures, safety provisions, precautions, and programs utilized, unless the Contract Documents give other specific instructions. In such case, Contractor shall not be liable to Owner for damages resulting from compliance with such instructions unless Contractor recognized and failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, procedures, safety provisions, precautions, or programs.
- 4.5 Contractor shall perform Work only within locations allowed by the Contract Documents, applicable laws and regulations, and applicable permits. Laws and regulations include federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work that are enacted as of the Agreement date, with which the Constructor must comply.
- 4.6 Contractor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or others or cause the work of Owner or others to become defective; (b) afford Owner or others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Contractor's Work with the work of Owner and others.
- 4.7 Before proceeding with any portion of the Work affected by the construction or operations of Owner or others, Contractor shall give Owner written notification within forty-eight (48) hours of any defects Contractor discovers in Owner's or other's performance or work, which will prevent the proper execution of the Work. Contractor's obligations in this subsection do not create a responsibility for the performance or work of Owner or others, but are for the purpose of facilitating the Work. If Contractor does not notify Owner of defects interfering with the performance of the Work, Contractor acknowledges that the performance or work of Owner or others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.
- 4.8 Prior to commencing the Work, Contractor shall examine and compare the Drawings and Specifications with information furnished by Owner, relevant field measurements made by Contractor, and any visible conditions at the site affecting the Work. During the visit to the site, Contractor shall inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required.

- 4.9 Should Contractor discover any discrepancies, errors, omissions, or inconsistencies in the Contract Documents, Contractor shall report them to Owner within forty-eight (48) hours of discovery. It is recognized, however, that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws and regulations, including building codes. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.
 - 4.9.1 Contractor shall have no liability for discrepancies, errors, omissions, or inconsistencies discovered under this section unless Contractor fails to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency to Owner. This does not relieve Contractor of responsibility for its own discrepancies, errors, inconsistencies, or omissions.
- 4.10 Contractor shall provide competent supervision for the performance of the Work. Before commencing the Work, Contractor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after giving it, Contractor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the site. Contractor's superintendent(s) and project manager shall possess full authority to receive instructions from Owner and to act on those instructions. If Contractor changes its superintendent(s) or project manager or their authority, Contractor shall immediately notify Owner in writing.
- 4.11 Contractor shall be responsible to Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of Contractor or any of its Subcontractors.
- 4.12 Contractor shall permit only qualified persons to perform the Work. Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work.
- 4.13 Contractor shall submit to Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in accordance with the Uniform General Conditions. Contractor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents requirements.
- 4.14 Contractor acknowledges that it has visited, or has had the opportunity to visit, the site to visually inspect the general and local conditions of the facilities, systems and conditions to ensure an accurate understanding of the existing conditions which could affect the Work.
- 4.15 The Work shall be executed in accordance with the Contract Documents and Contractor agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work.
- 4.16 If the Work includes installation of materials or equipment furnished by Owner or others, it shall be the responsibility of Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due to Contractor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

- 4.17 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with applicable laws and regulations.
 - 4.17.1 Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the site; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the site and adjacent to Work areas, whether or not the property is part of the site.
 - 4.17.2 Contractor's site safety representative shall have a duty to prevent accidents. The safety representative shall perform their duty in accordance with the Uniform General Conditions.
 - 4.17.3 If Owner deems any part of the Work or site unsafe, Owner, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Contractor does not adopt corrective measures, Owner may perform them and deduct their cost from the Contract Sum. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, Contractor shall immediately reassign the person upon receipt of Owner's written notice to do so. Contractor agrees to make no claim for damages, for an increase in the Contract Sum or for a change in the Contract Time based on Contractor's compliance with Owner's reasonable request.
- 4.18 If the conditions encountered at the site are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents; or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, then Contractor shall stop affected Work after the condition is first observed and give written notice of the condition to Owner and the Design Professional within forty-eight (48) hours.
- 4.19 Contractor shall regularly remove debris and waste materials at the site resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the site all construction equipment, tools, surplus materials, waste materials, and debris.
 - 4.19.1 If Contractor fails to commence compliance with cleanup duties within two (2) business days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due Contractor in the next payment period.
- 4.20 Contractor shall facilitate the access of Owner, Design Professional, and others to Work in progress.
- 4.21 Contractor shall comply with all applicable laws and regulations at its own costs. Contractor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Contractor, its employees, subcontractors, and agents for failure to comply with applicable laws and regulations, including fines, penalties, or corrective measures.
- 4.22 Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor further warrants that the Work shall be free from material

defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty shall commence on the Date of Substantial Completion of the Work.

- 4.22.1 Contractor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. Contractor's liability for such warranties shall be limited to a one-year period. After that period, Contractor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.
- If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any Work not complying with the contract requirements ("Defective Work") is found, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional Work required for correction of any Defective Work for which it is responsible.
- 4.22.3 With respect to any portion of Work first performed after Substantial Completion, the one-year period shall be extended by the period between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by Contractor.
- 4.22.4 If Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner prior to final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.
- 4.22.5 If Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

ARTICLE 5 SUBCONTRACTS

- 5.1 With the prior written approval of Owner, Contractor may subcontract such services as Contractor deems necessary to meet its obligations under this Agreement. Subcontractors shall be qualified and experienced in the type of work they will be performing. Owner shall have the right to reject any subcontractor but such right shall not relieve the responsibility of Contractor for his work and the work of the subcontractors. Contractor expressly assumes such responsibility and liability.
- 5.2 Contractor shall be responsible for the management of the Subcontractors in the performance of the Work.
- 5.3 If this Agreement is terminated, each subcontract agreement shall be assigned by Contractor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to Section 11.1; and (b) Owner accepts such assignment, after termination by notifying the Subcontractor and Contractor in writing, and assumes all rights and obligations of Contractor pursuant to each subcontract agreement.
- 5.4 Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its sub-subcontractors and material suppliers) to all provisions of this Agreement as they apply to the Subcontractors' or material Suppliers' portions of the Work.
- 5.5 Contractor shall comply with the HUB Program as defined by Tex. Gov't Code, Chapter 2161. Failure to comply with the HUB Program may constitute a material breach of this Contract as determined by Owner's sole discretion.

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

ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1 Owner shall provide Contractor with reasonable access to the site to assist Contractor in its performance of all tasks reasonably necessary for the completion of Work.
- Owner hereby expressly reserves the right from time to time to designate by notice to Contractor one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Contractor shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.
- Owner's Designated Representative shall: (a) be fully acquainted with the Project, Work, and site; (b) agree to furnish the information and Work required of Owner in a timely manner; and (c) have the authority to bind Owner (to the extent of their authority) in all matters requiring Owner's approval or authorization. If Owner changes its representative, Owner shall promptly notify Contractor in writing.
- Owner will furnish the site plan to document existing conditions to the extent requested by Contractor and as reasonably necessary for the completion of Contractor's Work.
- Owner shall examine, or cause its representative(s) to examine documents submitted by Contractor and render decisions pertaining thereto promptly or within a reasonable time to avoid unreasonable delay in the progress of Contractor's Work. Review and approval of a document by Owner shall not waive the contractual responsibility or liability of Contractor.
- 6.6 Owner shall furnish information required as expeditiously as necessary for the orderly progress of Contractor's Work.
- 6.7 Except for those permits and fees related to the Work which are the responsibility of Contractor, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.
- Owner may perform work at the site directly or by others. Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities.

ARTICLE 7 SCHEDULE, COMMENCEMENT, AND COMPLETION

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

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

7.2 Schedule.

- 7.2.1 Contractor shall submit for review and approval a Baseline Schedule to Owner and Design Professional when submitting the response to request for competitive sealed proposal. The Baseline Schedule shall indicate the dates for starting and completing the various aspects required to complete the work and shall utilize the Longest Path method with fully editable logic. The schedule shall include mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all Work. This Baseline Schedule shall become the comparison to the actual conditions throughout the Contract duration and become a part of the Work Progress Schedule (WPS).
 - 7.2.1.1 A Baseline Schedule that does not have at least the minimum amount of Total Float at submission will result in the Contractor forfeiting all claims to WPS extensions and/or delays as a result of contract changes and/or excusable delays as described in the UGCs.
 - 7.2.1.2 In accordance with the UGCs, the WPS shall include at least ten percent (10%) Total Float and Weather Days from the effective date of Notice to Proceed for construction services to Substantial Completion Date.
 - 7.2.1.3 Total Float shall not be shown as a single activity, but rather the results of the relationship between the early and late finish dates or early and late start dates of each activity. The allocation of project float shall be determined by the Project Team as conditions warrant.
- 7.2.2 As construction proceeds, Contractor shall update and submit the WPS with the Owner, Architect, and Contractor (OAC) meeting minutes. The WPS is to indicate detailed listing for all activity sequences, durations, or milestone dates for activities of the Project, including, without limitation:
 - 7.2.2.1 commencement, milestones, and completion dates for bidding/proposals phase, construction phase, and project stages;
 - 7.2.2.2 times of commencement and completion, duration, and allocation of labor and materials for each Subcontractor;
 - 7.2.2.3 other detailed schedule activities as directed by Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, integration with central campus monitoring systems, information and instructional technology, data-transmission systems, and computer technology systems;
 - 7.2.2.4 a recommended schedule for Owner's purchase of materials and equipment requiring long lead-time procurement, delivery dates of products requiring long lead time procurement, and methods to expedite and coordinate delivery of long lead-time procurements including coordination of the schedule;
 - 7.2.2.5 Owner's occupancy requirements and estimated date of Substantial Completion of the Project;

- 7.2.2.6 potential and actual variances between scheduled and probable completion dates;
- 7.2.2.7 review of schedules for Work not started or incomplete and recommendation to Owner of adjustments in the schedules to conform to the probable completion dates;
- 7.2.2.8 summary reports to Owner of each schedule update and documentation of all changes in construction schedules; and
- 7.2.2.9 evaluation of Subcontractor's personnel, equipment, and availability of supplies and materials, with respect to each Subcontractor's ability to meet the schedule and recommendation to Owner when any subcontract requirements are not met, or appear unlikely to be met.
- 7.2.3 During OAC meeting, Contractor shall: review progress since last meeting with the Owner and Design Professional; determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's WPS; determine how construction behind schedule will be expedited; secure commitments from parties involved to do so; discuss whether schedule revisions are required to ensure the current and subsequent activities will be completed within the Contract Time; and review WPS for next period.
- 7.2.4 In addition to attending regularly scheduled OAC Project progress meetings, Contractor shall schedule, direct and attend interim progress meetings (i.e., commissioning meetings, coordination meetings, pre-installation meetings) with other members of the Project Team as required to maintain Project progress. Contractor shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.
- 7.2.5 If WPS updates indicate the Longest Path contained in prior WPS will not be met, Contractor shall notify the Owner in writing within forty-eight (48) hours and make recommendations to Owner. Should the item be critical in nature, Contractor shall have a follow-up discussion with Owner.
- 7.2.6 Contractor, concurrently with revising the schedule, shall prepare tabulated reports showing the following:
 - 7.2.6.1 Identification of activities that have changed
 - 7.2.6.2 Changes in early and late start dates
 - 7.2.6.3 Changes in early and late finish dates
 - 7.2.6.4 Changes in activity durations in workdays
 - 7.2.6.5 Changes in the Longest Path
 - 7.2.6.6 Changes in Contract Time
 - 7.2.6.7 Show relationship between activities on initial and updated schedule.
- 7.2.7 Contractor shall provide the necessary Longest Path schedule control with a goal to attain the Substantial Completion Date of the Project, so that Owner can occupy and utilize the entire Project facilities on such date as well as a Punch List and Final Completion date;

- 7.2.7.1 Punch List and Final Completion: The Longest Path schedule control shall include not more than thirty (30) days or an agreed to timeframe approved by Owner for punch list and final completion.
- 7.2.8 Contractor shall coordinate preparation of the Schedule of Values with preparation of WPS.
- 7.2.9 Contractor shall create and maintain the WPS in a format acceptable to Owner (the license and training for which shall be at Contractor's sole expense).
- 7.2.10 Contractor shall notify Owner within forty-eight (48) hours should a periodic update to the WPS indicates the Work is fourteen (14) or more calendar days behind the current approved WPS. Contractor shall submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the WPS and indicate changes to working hours, working days, crew sizes, and equipment required for compliance, and date by which recovery will be accomplished.
 - 7.2.10.1 Owner's Notice Not to Accelerate to Contractor shall not be considered acceleration by Owner and Owner shall not be responsible for any increased costs incurred by Contractor.
- 7.2.11 Contractor shall refer to the Uniform General Conditions for schedule extension and delay processes.
- 7.2.12 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the WPS. Owner may require Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. To the extent such changes increase Contractor's costs or time, the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 8 COMPENSATION AND PAYMENT

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

The Contract Sum is the total of the following:

| TOTAL | \${Amount} |
|--------------------------------|------------|
| Payments and Performance Bonds | \${Amount} |
| Alternate 3 - | \${Amount} |
| Alternate 2 - | \${Amount} |
| Alternate 1 - | \${Amount} |
| Base Bid | \${Amount} |

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

- and other costs; and copies of third-party invoices, receipts, and other third-party supporting documentation.
- 8.2 Based on the Application for Payment, Owner shall make a periodic progress payment to Contractor for the cost of labor, materials, and equipment incurred by Contractor in relation to the Work during the previous month, except that the percentage of the total amount paid shall not exceed the percentage amount of the Work that has been completed as determined in the reasonable judgment of Owner. Upon verification of costs incurred and percentage of Work completed, Owner will make payment to Contractor within thirty (30) working days or will notify Contractor of any objection to the invoiced amount.
- 8.3 Owner shall have the right to withhold from payments due Contractor such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Contractor or failure of Contractor to perform Contractor's obligations under this Agreement and as set forth in the Uniform General Conditions.
- 8.4 The final request for payment shall not be made until Contractor delivers to Owner a complete release of all liens arising out of this Agreement and an affidavit that so far as Contractor has knowledge or information, the release includes and covers all materials and Work over which Contractor has control for which a lien could be filed, but Contractor may, if any agent or consultant refuses to furnish a release in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Owner shall have all remedies at law and in equity.
- In addition to the procedures contained in the Uniform General Conditions, Owner shall have no obligation to make Final Payment until a final accounting of the Work has been submitted by Contractor and has been verified by Owner or Owner's representatives. The aggregate total of payments to Contractor shall not exceed the total of the actual Work as verified by Owner or Owner's representative from Contractor's final accounting, as certified for payment in accordance with the Agreement. If payments made to Contractor exceed that which is due and owing pursuant to this Article, then Contractor shall promptly refund such excess to Owner.
- 8.6 Nothing contained herein shall require Owner to pay Contractor an aggregate amount exceeding the Contract Sum or to make payment if in Owner's belief the cost to complete the Work would exceed the Contract Sum less previous payments to Contractor. Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a periodic progress payment or Final Payment) to Contractor hereunder if any one or more of the following conditions precedent exist:
 - 8.6.1 Contractor is in breach or default under this Agreement;
 - Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement;
 - 8.6.3 Contractor has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Contractor;
 - 8.6.4 If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement, no additional payments will be due Contractor hereunder unless and until Contractor, at Contractor's sole cost, performs a sufficient portion of the remaining services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the then remaining services; or

- 8.6.5 To the extent Liquidated Damages or actual damages are imposed by Owner for failure of Contractor to complete the Work within the Contract Time.
- 8.7 No partial payment made hereunder shall be, or shall be construed to be, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Contractor of any Contractor's obligations hereunder or liabilities with respect to such services.
- 8.8 Contractor shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance of the construction of the Work.
- 8.9 The acceptance by Contractor or Contractor's successors of Final Payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Contractor or Contractor's successors have or may have against Owner under the provisions of this Agreement except those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

ARTICLE 9 BONDS

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

ARTICLE 10 INDEMNITY AND INSURANCE

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

- 10.1.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 10.1.2 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.

10.2 Insurance.

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

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

- 10.2.2 Contractor shall include Owner, {Campus if different from Owner} and the Board of Regents of the University of North Texas System as loss payees and Additional Insured's on General Liability and Business Automobile Liability. The Commercial General Liability, Business Automobile Liability, and Worker's Compensation policies shall include a waiver of subrogation in favor of Owner.
- Insurance policies required under this Article shall contain a provision that the insurance company must give Owner written notice transmitted in writing: (a) thirty (30) calendar days before coverage is non-renewed by the insurance company and (b) within ten (10) business days after cancellation of coverage by the insurance company. Prior to start of Services and upon renewal or replacement of the insurance policies, Contractor shall furnish Owner with certificates of insurance until one year after acceptance of the Services. If any insurance policy required under this Article is not to be immediately replaced without lapse in coverage when it expires, exhausts it limits, or is to be cancelled, Contractor will give Owner written notice within forty-eight (48) hours upon actual or constructive knowledge of such condition.
- Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as Contractor.
- Owner shall be entitled, upon request, and without expense, to receive copies of the policies, all endorsements thereto and documentation to support costs and may make

any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, exclusions and costs, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such polices. Any price credits determined in the insurance review will be refundable to Owner. Actual losses not covered by insurance as required by this Article shall be paid by the Contractor.

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

ARTICLE 11 TERMINATION AND SUSPENSION

- 11.1 With or without cause, Owner reserves and has the right to terminate this Agreement or to cancel, suspend or abandon execution of all or any Work in connection with this Agreement at any time upon written notice to Contractor. Contractor may terminate this Agreement upon seven (7) days written notice to Owner only if Owner substantially fails to perform its obligations under Article 6 of this Agreement or fails to timely pay Contractor as required under Article 8, and after adequate written notice is delivered to Owner and Owner has failed to take action within thirty (30) days in order to begin to correct the problem.
 - 11.1.1 In the event of termination, cancellation, suspension, or abandonment that is not the fault of Contractor, Owner shall pay to Contractor as full payment for all services performed and all expenses incurred under this Agreement, the appropriate portion of Contract Sum due under Article 8 as shall have become payable for Work actually rendered hereunder by Contractor.
 - 11.1.2 In ascertaining the services actually rendered hereunder up to the date of termination, cancellation, suspension, or abandonment of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete Drawings, and to other related documents, whether delivered to Owner or in possession of Contractor.
 - 11.1.3 For any said sum paid under this Article, Contractor agrees to accept same in full settlement of all claims for services rendered under this Agreement.
- 11.2 If, upon payment of the amount required to be paid under this Article following the termination of this Agreement, Owner thereafter should determine to complete the original project or, substantially, the same project without major change in scope; Owner, for such purposes, shall have the right of utilization of any and all original tracings, Drawings, calculations, design analysis, Specifications, estimates, related data, and other documents including Construction Documents, prepared under this Agreement by Contractor who shall make them available to Owner upon request, with compensation to Contractor limited to actual reproduction costs. Owner agrees to credit Contractor with such authorship as may be due but is not required to renew this Agreement.
- 11.3 Upon request at the termination, cancellation, suspension, or abandonment of this Agreement, Contractor agrees to furnish to Owner copies of the latest documents prepared by Contractor for the Project.
- 11.4 A termination, cancellation, suspension, or abandonment under this Article shall not relieve Contractor or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Contractor. In the event of a termination under this Article, Contractor hereby consents to employment by Owner of a substitute contractor to complete the services under this Agreement, with the substitute contractor having all rights and privileges of the original contractor of the Project.

ARTICLE 12 MISCELLANEOUS

- Assignment. The terms and conditions of this Agreement shall be binding upon the Parties, their partners, successors, permitted assigns, and legal representatives. This Agreement is a service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner to a component or affiliate of Owner or a branch or agency of the State of Texas.
- Death or Incapacity. If Contractor transacts business as an individual, his death or incapacity shall automatically terminate this Agreement as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder; and Owner shall pay him or his estate the compensation payable under the Agreement for any services rendered prior to such termination. If Contractor is a firm comprised of more than one principal and any one of the members thereof dies or becomes incapacitated and the other members continue to render the services covered herein, Owner will make payments to those continuing as though there had been no such death or incapacity, and Owner will not be obliged to take any account of the person who died or became incapacitated or to make any payment to such person or his estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor; and if death or incapacity befalls the last one of such group before this Agreement is fully performed, then the rights shall be as if there had been only one Contractor. In any event, notice of the death or incapacity of any principal shall be given to Owner by any surviving principal within a reasonable time.
- 12.3 Irreparable Injury. It is acknowledged and agreed that Contractor's services to Owner are unique, which gives a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.

12.4 Certifications.

- Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 12.4.2 Pursuant to Texas Government Code, Section 2155.004, Contractor certifies that the business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.4.3 If a corporate or limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Texas Tax Code, Chapter 171, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
- 12.4.4 Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any

- agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 12.4.5 Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
- 12.4.6 Pursuant to Texas Government Code Sections 2252.201-2252.205, Contractor certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States.
- 12.4.7 If the Agreement is subject to Texas Gov't Code Section 2271.002, Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Contractor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Contractor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.
- 12.4.8 Contractor certifies that no member of the Board of Regents of the University of North Texas System, or executive officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.
- 12.5 <u>Illegal Dumping.</u> Contractor shall ensure that it and all of its subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.
- 12.6 <u>Asbestos Containing Materials.</u>
 - 12.6.1 Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM) no later than Contractor's application for Final Payment as required by the Uniform General Conditions.
 - All materials used in this Project shall be certified as non-ACBM. Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with the following acts:
 - 12.6.2.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763, Subpart E)
 - 12.6.2.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, Subpart M, National Emission Standard for Asbestos)
 - 12.6.2.3 Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295, Subchapter C, Asbestos Health Protection)
- 12.7 <u>State Auditor's Right to Audit.</u> Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Contractor or any other entity or person directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor,

under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by Subcontractors through the contract and the requirement to cooperate is included in any subcontract awards.

- 12.8 Records and Right to Audit. Owner shall have the right to verify and audit the details set forth in Contractor's billings, certificates, accountings, cost data, and statements, either before or after payment therefore, by: (a) inspecting the books and records of Contractor during normal business hours; (b) examining any reports with respect to this Project; (c) interviewing Contractor's business employees; (d) visiting the Project site; and (e) other reasonable action. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be kept on a generally recognized accounting basis and shall be made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner and in accordance with the requirements in the Uniform General Conditions.
- Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:
{Name}
{Title}
University of North Texas {System or Institution Name}
1155 Union Circle #311040
Denton, Texas 76203-5017

If to Contractor: {Contact Name} {Firm Name} {Street Address} {City, State Zip}

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

- 12.10 Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.
- 12.11 Loss of Funding. Performance by Owner under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of North Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate the Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

- 12.12 Confidentiality. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner. which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this subparagraph from persons, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor. therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 12.13 Open Records. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If required, Contractor shall make public information available to Owner in an electronic format. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 12.14 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue shall be as provided in Texas Education Code Section 105.151 for any legal proceeding pertaining to this Agreement.
- 12.15 <u>Waivers.</u> No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- 12.16 <u>Severability.</u> Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

| CONTRACTOR: |
|------------------------------|
| {FIRM NAME} |
| By: |
| (signature) |
| (typed name and title) |
| |
| Date: |
| |
| Street/PO Box |
| City, State, ZIP |
| Telephone |
| State of TX Vendor ID Number |
| |
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EXHIBIT A

SPECIFICATIONS, DRAWINGS, AND ADDENDA

SPECIFICATIONS

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

DRAWINGS

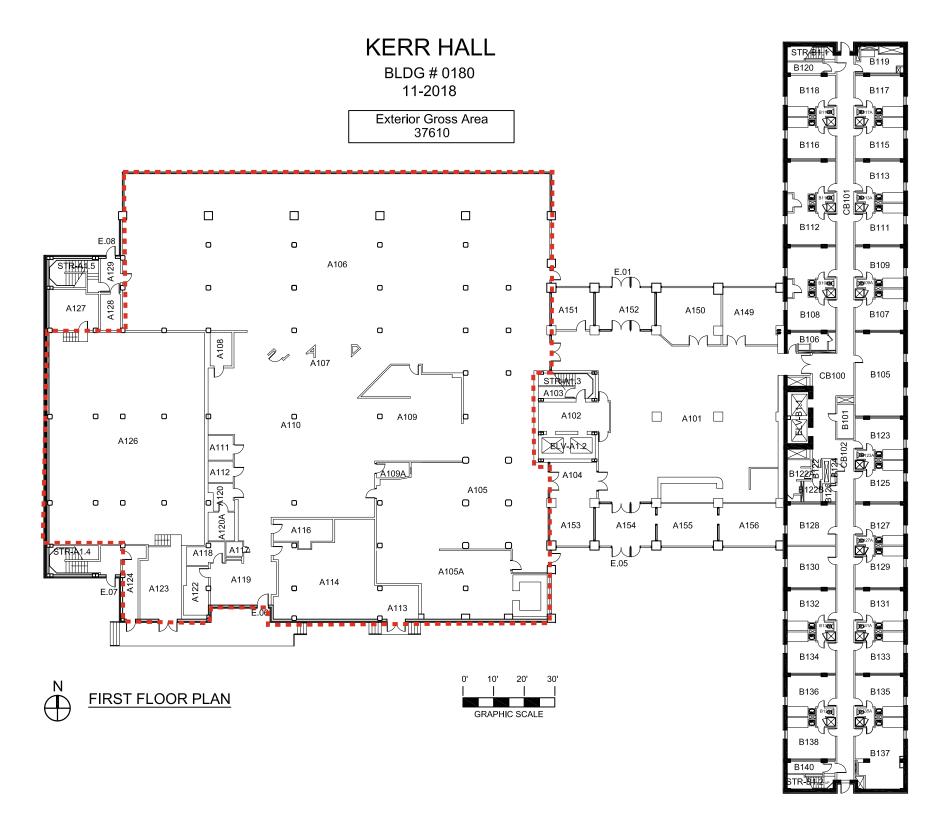
Entitled [Title], as prepared by [Professional], issued for construction on [Date], consisting of the following pages:

Sheet Number

<u>Title</u>

ADDENDA

<u>Title</u> <u>Number</u>



| Kerr Ha | II ASBESTO | OS DETECTED | | |
|---------|------------|-------------------------------|-------------------------|------------|
| Room # | Sample # | Description of Sample | Asbestos Content | Date Taken |
| A105 | 220682 | TSI Hard Elbow | 5% AMO, 2% CHRY | 10/4/2022 |
| A105 | 220677 | Black Mastic on Pipes | 5% CHRY | 10/4/2022 |
| A105 | G012K09 | 1'x1' Green ceramic FT plus | 3% chrys - mastic only | 12/13/2012 |
| A105 | G012K08 | 1'x1' Green ceramic FT plus | 3% chrys - mastic only | 12/13/2012 |
| A105 | G012K07 | 1'x1' Green ceramic FT plus | 3% chrys - mastic only | 12/13/2012 |
| A105A | 220683 | TSI Hard Elbow | 5% CHRY | 10/4/2022 |
| A105A | 220678 | Black Mastic on Pipes | 5% CHRY | 10/4/2022 |
| A106 | 41 | Chill water fit insulation | 2% chrys | 1999 |
| A106 | 38 | Dom. Hot water fit insulation | 2% chrys - black mastic | 1999 |
| A106 | 220684 | TSI Hard Elbow | 5% CHRY | 10/4/2022 |
| A106 | 39 | Dom. Hot water fit insulation | 2% chrys - black mastic | 1999 |

| Kerr Ha | II NONE E | DETECTED | | |
|---------|-----------|-----------------------|------------------------------------|---------------|
| Room# | Sample | Description of Sample | Asbestos Content (numbers in %) | Date Taken |
| A105 | 141769 | CMU / mortar | none detected | 9/25/2014 |
| A105 | 141770 | CMU / mortar | none detected | 9/25/2014 |
| A105 | 141771 | CMU / mortar | none detected | 9/25/2014 |
| A105 | 141775 | Wall plaster | none detected | 9/25/2014 |
| A105 | 141776 | Wall plaster | none detected | 9/25/2014 |

| Room# | Sample | Description of Sample | Asbestos Content (numbers in %) | Date Taken |
|-------|---------|--------------------------------|---------------------------------|---------------|
| A105 | 141777 | Wall plaster | none detected | 9/25/2014 |
| A105 | 141778 | Wall system-drywall-flat | none detected | 9/25/2014 |
| A105 | 141779 | Wall system-drywall-flat | none detected | 9/25/2014 |
| A105 | 141780 | Wall system-drywall-flat | none detected | 9/25/2014 |
| A105 | 220681 | Black Mastic on Pipes | ND | 10/4/2022 |
| A105 | 220859 | Plaster W/ Rough Texture | ND | 10/31/2022 |
| A105 | 220862 | DWJC | ND | 10/31/2022 |
| A105 | 220863 | DWJC | ND | 10/31/2022 |
| A105 | 220864 | DWJC | ND | 10/31/2022 |
| A105 | G012K07 | Wall system-drywall-flat | nd | 12/13/2012 |
| A105 | G012K08 | Wall system-drywall-flat | nd | 12/13/2012 |
| A105 | G012K09 | Wall system-drywall-flat | nd | 12/13/2012 |
| A105A | 220868 | 1" CWT W/ Grout | ND | 10/31/2022 |
| A105A | 220869 | 1" CWT W/ Grout | ND | 10/31/2022 |
| A105A | 220870 | 1" CWT W/ Grout | ND | 10/31/2022 |
| A106 | 150747 | Faux wood VFT w/ mastic | nd | 5/4/2015 |
| A106 | 150748 | Faux wood VFT w/ mastic | nd | 5/4/2015 |
| A106 | 150749 | Faux wood VFT w/ mastic | nd | 5/4/2015 |
| A106 | 150750 | 2'x2' susp ceiling tile - dots | nd | 5/4/2015 |
| A106 | 150751 | 2'x2' susp ceiling tile - dots | nd | 5/4/2015 |

| Room# | Sample | Description of Sample | Asbestos Content (numbers in %) | Date Taken |
|-------|---------|--------------------------------|---------------------------------|---------------|
| A106 | 150752 | 2'x2' susp ceiling tile - dots | nd | 5/4/2015 |
| A106 | 150753 | Wall system-drywall-sand | nd | 5/4/2015 |
| A106 | 150754 | Wall system-drywall-sand | nd | 5/4/2015 |
| A106 | 150755 | Wall system-drywall-sand | nd | 5/4/2015 |
| A106 | 220679 | Black Mastic on Pipes | ND | 10/4/2022 |
| A106 | 220680 | Black Mastic on Pipes | ND | 10/4/2022 |
| A106 | 220860 | Plaster W/ Rough Texture | ND | 10/31/2022 |
| A106 | 220861 | Plaster W/ Rough Texture | ND | 10/31/2022 |
| A106 | 2300329 | Texture on Concrete | ND | 5/22/2023 |
| A106 | 2300330 | Texture on Concrete | ND | 5/22/2023 |
| A106 | 2300331 | Texture on Concrete | ND | 5/22/2023 |
| A106 | 2300332 | DWJC W/ Rough Texture | ND | 5/22/2023 |
| A106 | 2300333 | DWJC W/ Rough Texture | ND | 5/22/2023 |
| A106 | 2300334 | DWJC W/ Rough Texture | ND | 5/22/2023 |
| A106 | 2300335 | Glue Adhessive | ND | 5/22/2023 |
| A106 | 2300336 | Glue Adhesive | ND | 5/22/2023 |
| A106 | 2300337 | Glue Adhesive | ND | 5/22/2023 |
| A106 | 2300338 | Flooring Materials | ND | 5/22/2023 |
| A106 | 2300339 | Flooring Materials | ND | 5/22/2023 |
| A106 | 2300340 | Flooring Materials | ND | 5/22/2023 |

| Room# | Sample | Description of Sample | Asbestos Content (numbers in %) | Date Taken |
|-------|---------|-----------------------------------|---------------------------------|---------------|
| A106 | 40 | Chilled water fittings insulation | none detected | 1999 |
| A107 | G012K10 | Wall system-drywall-flat | nd | 12/13/2012 |
| A107 | G012K11 | Wall system-drywall-flat | nd | 12/13/2012 |
| A109A | 220851 | DWJC W/ Rough Texture | ND | 10/31/2022 |
| A109A | 220852 | DWJC W/ Rough Texture | ND | 10/31/2022 |
| A109A | 220853 | DWJC W/ Rough Texture | ND | 10/31/2022 |
| A109A | 220854 | CMU W/ Filler | ND | 10/31/2022 |
| A110 | 141772 | Mortar only | none detected | 9/25/2014 |
| A110 | 141773 | Mortar only | none detected | 9/25/2014 |
| A110 | 141774 | Mortar only | none detected | 9/25/2014 |
| A110 | 220685 | 1"x1" CFT W/ Grout & Glue | ND | 10/6/2022 |
| A110 | 220686 | 1"x1" CFT W/ Grout & Glue | ND | 10/6/2022 |
| A110 | 220687 | 1"x1" CFT W/ Grout & Glue | ND | 10/6/2022 |
| A110 | 220688 | 6"x6" CFT W/ Grout | ND | 10/6/2022 |
| A110 | 220689 | 6"x6" CFT W/ Grout | ND | 10/6/2022 |
| A110 | 220691 | 6"x6" CFT W/ Grout | ND | 10/6/2022 |
| A110 | 220865 | 4" CWT W/ Grout | ND | 10/31/2022 |
| A110 | 220866 | 4" CWT W/ Grout | ND | 10/31/2022 |
| A110 | 220867 | 4" CWT W/ Grout | ND | 10/31/2022 |

| Room# | Sample | Description of Sample | Asbestos Content (numbers in %) | Date Taken |
|-------|---------|--|---------------------------------|---------------|
| A110 | G013542 | 1'x1'Green ceramic tile/grout/thinset | nd-condoment isle | 04/15/2013 |
| A110 | G013543 | 1'x1'Green ceramic tile/grout/thinset | nd-main course | 04/15/2013 |
| A110 | G013544 | 1'x1'Green ceramic tile/grout/thinset | nd-main course | 04/15/2013 |
| A114 | 220855 | CMU W/ Filler | ND | 10/31/2022 |
| A114 | 220856 | CMU W/ Filler | ND | 10/31/2022 |
| A114 | 220857 | Plaster W/ Rough Texture | ND | 10/31/2022 |
| A114 | 220871 | Glue Adhesive | ND | 10/31/2022 |
| A114 | 220872 | Glue Adhesive | ND | 10/31/2022 |
| A114 | 220873 | Glue Adhesive | ND | 10/31/2022 |
| A116 | 220858 | Plaster W/ Rough Texture | ND | 10/31/2022 |

Drawings and Specifications Will be posted On the untsystem.edu Website under Bid Opportunities

DATE: May 27, 2025

TO: Potential Respondents

FROM: Carrie Stoeckert—Construction Contract Expeditor III

SUBJECT: Highlighted Revisions to Questions #1

RFCSP752-25-1005CS Kerr Dining Hall Renovation

1. Ref drawing QF1 – FS General Coordination Notes - #4 Plumbing Coordination Notes – Note #5 Shown on drawing QF1.3 – Are these PVC conduits above ceiling or below floor?

ANSWER: The C02 lines are to be furnished and installed by purveyor per written specifications. The lines would be run above ceiling.

2. Does the working area for this project have a crawlspace or basement or is it slab on grade? All underfloor pipe is below ground?

ANSWER: Project has a crawlspace. All underfloor piping is to be located in the crawlspace.

3. Will the fire alarm specs be included later? I don't see sections past 282300, 283100, FIRE ALARM SYSTEM: 283111 UNIVERSITY OF NORTH TEXAS SYSTEM FIRE ALARM SYSTEM (ECS)

ANSWER: 28 2300 and 28 3111 will be submitted as part of Addendum 1.

4. Project budget?

ANSWER: Project Budget is not provided on the RFCSP as all the Construction Documents are complete and we are asking for a Lump Sum pricing for the project.

5. On the proposal form, the base bid description indicates to provide base bid without bond costs. Where are bond costs to be included with the proposal? Page attached for reference.

ANSWER: Please refer to top of page 3 of the Proposal Form 04100, or page 15 of the entire proposal packet under section labeled "Bond".

6. There is a FCU-K1-1 shown on M211B that does not have duct drawn to it. What is the engineer's intent?

ANSWER: See iM201B for duct design for FCU-K1-1. iM211B to be resubmitted showning updated design with only 1 FCU in scope.

7. On M211B there is a FCU-K1-2 that is not scheduled on M601.

ANSWER: Only the FCU serving the storage room is in scope. iM211B is to be resubmitted in an upcoming Addendum.

8. On M201B the tag for the FCU-K1-1 is tagged as FCU-K1-2 on M211B.

ANSWER: Only the FCU serving the storage room is in scope. iM211B is to be resubmitted showing the updated plans.

9. What is the installation date for the Foodservice Equipment?

ANSWER: Contractor to purchase equipment and complete installation before substantial completion.

10. Beverage Conduit:

a. There are notes about fire wrapping the existing PVC. Does this also mean that the CO2 Conduit must wrapped as well?

ANSWER: CO2 lines should be wrapped as well. All PVC should be fire wrapped.

b. It is unclear if the CO2 conduit is to be installed under the floor or above the ceiling. The notes are contradictory.

ANSWER: The C02 lines would be installed above ceiling.

11. Oil Recycling: The plans call for us to install the fill port (furnished by others), but make no reference to the piping. Who is responsible to furnish, install, heat trace, and insulate the piping?

ANSWER: This unit to be provided and installed by purveyor per written specifications.

12. Missing Specs:

a. QF1.4: What are P803B and P265? The equipment is listed in the schedule, but there is no description

ANSWER: Please see attached snapshots below.

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b. QF1.0: Calls for a hose bib by the receiving doors, but not included on the plumbing prints or specs.

ANSWER: Freeze proof hose bib is not part of the project scope and will be removed from QF1.0 in upcoming Addendum.

c. QF1, Plumbing Note 32: This note calls for us to furnish the RO Filter, but there are no specs for it.

ANSWER: Please refer to Item No. 264 Reverse Osmosis System in the written specifications and on contract drawings.

d. How much existing PVC will need to be fire wrapped.

ANSWER: All PVC within the project scope to be fire wrapped per UNT standards.

e. The conditions of the crawlspace underneath.

ANSWER: Dirt floor, crawl space has double access doors on the NE corner of the dock next to the building, Techs can stand up in most of the crawl space to work. temporary lighting /electrical outlets will be supplied by the contractor. Access to be coordinated with UNT.

f. How many items require demo (floor drains and kitchen fixtures).

ANSWER: All floor drains to be demoed. All floor drains shown on plans are to be new. Built-in elements such as serving counters, vent hoods, and sinks) are to be removed as noted on AD101.

g. Is the intention to demo ALL of the existing grease waste piping and install ALL new? Money can be saved if existing piping is utilized, where still in good condition.

ANSWER: Intent is to demo all grease waste piping and install new due to relocation of majority of floor drains and new floor drains being added.

13. Can you confirm that all renovation work will be completed over a crawl space foundation type? Also, confirm that the access to the crawl space is located within the adjacent mechanical room.

ANSWER: Confirmed. Entire building has a large crawl space where majority of the piping is located. Mechanical room does not have a crawl space because when you enter the mechanical room you walk down stairs to the true ground level.

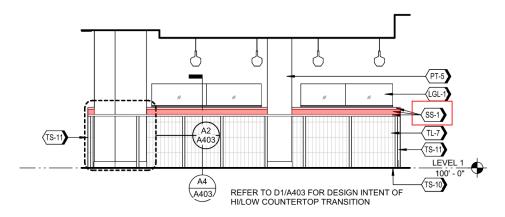
14. Demolition General Note R on sheet AD101 indicates to sawcut and remove portions of concrete floor slab for installation of underfloor plumbing lines, and for installation of recessed slab at walking cooler and freezer, and replace/patch back slab following installation of those items. Please

provide structural floor plan and details showing the extent of this work. Please provide information regarding the existing foundation slab.

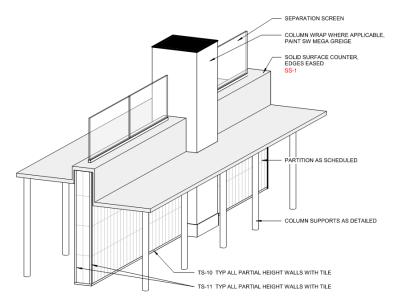
ANSWER: Note is incorrect and will be removed in upcoming Addendum. Modification of structure in any way is not required. Any plumbing line installation will involve poke-through penetrations and not sawcutting/removal of portions of the concrete floor. Walk-in cold storage assembly does not require slab recess. Kitchen floor finish should extend flush into walk-in cold storage with a smooth, level threshold with the finish floor.

15. Please verify that the dining bar to counter in detail A1/A403 is to be SS-1 solid surface.

ANSWER: Confirmed. Countertop in detail A11/A403 is SS-1 solid surface.



INTERIOR ELEVATION - HI/LOW AT BAR HEIGHT



3D - BAR TO COUNTER HEIGHT TRANSITION, TYP. D1



16. Demolition General Note Q on AD101 indicates to refer to MEP demo drawings for additional information. Based on conditions observed during the site walk, there is a large extent of existing MEP that is not indicated to be demoed in the contract documents. Please provide mechanical demolition drawings, electrical demolition drawings and plumbing piping demolition drawings.

ANSWER: MEP demolition drawings will be updated / provided in upcoming Addendum.

17. Please advise if there is space that will be available for contractors to office out of, and if there are existing restrooms contractors can use.

ANSWER: Office Location – no office outside of the work site area. Restrooms - The restrooms in the kitchen area are in the demo plan. Currently plumbing is working in both. No lighting. Demo Plan shows One restroom will be demolished the other renovated. Contractors could use the restroom in the kitchen area if work is coordinated. Temporary facilities can be placed on the dock.

18. Please provide the most recent asbestos report that details the remaining ACM that needs to be abated.

ANSWER: Attached are the current records for the space. Any remaining areas not included in this will be handled by UNT.

19. Please provide details of where contractors will be able to park in proximity to the space being renovated.

ANSWER: Lot 35 approx. 1 mile away. Contractor can provide shuttles to Kerr. The Kerr Dock is available for contractor parking. There are 3 SV spaces immediately south of the dock that can be utilized for contractor parking. UNT Parking Permits will be required and furnished to the contractor by the UNT Construction Manager.

20. Please clarify if the owner will be salvaging and reinstalling existing food service equipment in the space to be renovated or if the contractor is responsible for salvaging. Refer to table on sheet QF1.0.

ANSWER: The items noted as Existing/Relocate will come from other locations, verify existing location with UNT foodservice staff.

21. Please clarify if the attic stock in the space will be removed by the owner prior to construction or if it is the responsibility of the contractor. If contractor is to relocate prior to construction, please identify the new storage location and the distance it is from the existing space.

ANSWER: Owner to remove existing attic stock in the space prior to construction.

22. During the site walk, multiple abandoned openings were observed in the existing floors, walls and ceilings and concrete deck. These abandoned openings are not quantified on the project documents. Please provide an allowance for the contractor to carry to infill or patch unused openings as described in General Note 18 on sheet G002.



ANSWER: Contractor to provide an allowance for patching and/or infilling unused existing openings in CSP.

23. In spec section 01 21 00-3.3-B, an allowance is indicated for interior and exterior branding signage. Please advise if this allowance includes interior signage as noted on sheet G003, the mean green logo in detail A1/A404, and signage shown on A410.

ANSWER: Code required interior signage is not included in the allowance and should be bid as part of the base bid. Interior and exterior signage allowance includes branding signage only, including signage at the main entrance, point-of-sale, and serving line.

24. Please provide existing deck height, including the highest point of the void.

ANSWER: Floor-to-floor height is approximately 14'. Structure depth varies, but highest point of the void is approximately 13'-9".

25. Column Wrap detail D3 on sheet G004 shows that partition type F1 goes to deck, whereas partition type G only extends 4" above the ceiling. Please advise if the drywall is intended to go to deck for both types of partitions at existing columns.

ANSWER: Drywall does not need to extend to structure in type G partitions.

26. Please confirm locations where the Optional Head Detail on sheet G004 would apply.

ANSWER: Optional Head Detail is not required, just an optional detail. At partitions extending to structure above, provide slip space per the Slip Space Schedule shown on G004.

27. Sheet G001 indicates a new Knoxbox and FAAP to be installed within Vestibule C120. Based on existing conditions observed during the site walk, this vestibule is aluminum storefront and there is no furred partition shown to be installed at this location on A101. Current conditions are incompatible with mounting the new Knoxbox and FAAP to the storefront. Please advise if a furred partition is required at this location or provide alternate mounting details.

ANSWER: Locations of these devices have been updated in Addendum #2.

28. Please provide a basis of design for the AEDs & AED cabinets required to be installed.

ANSWER: Use Lifestart 1400 Series recessed AED cabinets in a stainless steel finish as basis-of-design.

29. Please provide partition type tags for the hydroponics room in enlarged detail A1 on sheet A406.

ANSWER: Refer to section and plan details through hydroponics enclosure indicating construction design intent using 3-5/8" metal studs, painted gypsum wall board, plywood substrate, and 5/8" thick corrugated metal panel MT-1 on the exterior.

30. Please provide partition tags for the furred wall plan east of the Servery A125.

ANSWER: Partitions east of Servery A125 are tagged in enlarged plan A1/A401.

31. Please provide partition tags for the wall/partition enclosed in enlarged plan detail A1 on sheet A403.

ANSWER: Refer to section detail A4/A403 for the design intent of this counter.

32. Please provide partition tags for the wall/partition enclosed in enlarged plan detail A1 on sheet A407.

ANSWER: Revised A1/A407 will be issued with upcoming Addendum. Partitions are a combination of F3 partitions wrapping the metal column and C3.1 / C3.2 pony walls.

33. er observation during the site walk, the existing fire barrier wall that extends from column line A to column line K along the plan east boundary of the project area is a CMU wall. This wall is not shown to be demoed on sheet AD101. However, this wall is called out on sheet A101 to receive new fire barrier drywall partition A6d1. Please clarify if this wall is required to be demoed and reconstructed or if it is existing to remain.

ANSWER: Partitions designated A6d1 on A101 are existing fire barriers to remain.

34. During the site walk, it was observed there is currently no fire sprinkler piping provided north of column line M. Please confirm new fire sprinkler main line needs to be extended north of column line M into that space to provide coverage.

ANSWER: Contractor to provide a delegated design for extension of fire lines to be the new café and kitchen areas if piping is not installed currently.

35. G101 calls for an AED cabinet west of the dining zone. However, A101 does not show the AED in that location. Please confirm that the AED cabinet is required at this location.

ANSWER: An AED cabinet is required at this location as designated on G101.

36. It was observed during the site walk that there is existing spray applied fireproofing north of column line M. Please confirm that patching of spray applied fireproofing is required to accommodate new ceiling/light fixture layout in this area.

ANSWER: Modify existing spray-applied fireproofing as needed to accommodate new ceiling/light fixture layout.

37. Please advise if the existing slab is slab on grade or if there is an existing crawlspace.

ANSWER: There is an existing accessible crawlspace.

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38. Per Pluming General Note C on iP001, during the site walk, it was observed that there are upwards of 30 existing floor drains and a minimum of 8 plumbing fixtures that are not shown on iPb201B. The existing floor drain layout does not align with the new floor drain layout shown on iP201B and iP302B. Please confirm demo of all existing floor drains, plumbing fixtures, and associated piping are required to accommodate new plumbing fixture layout. If so, please update the plumbing demolition drawing to reflect the quantity and locations observed during the site walk.

ANSWER: Demo all existing floor drains, plumbing fixtures, and associated piping required to accommodate new plumbing fixture layout. iPD201B to be updated in upcoming Addendum.

39. During the site walk multiple floor drains with varied sloping was observed. Because of the quantity and close proximity of the floor drains observed, the foundation elevation in these areas varies greatly (see picture below), which if left unchanged will create an uneven flooring condition. Please advise if new sloping is required to accommodate new floor drain layout. If required, please clarify the extent of slab demo that will be required to achieve the new sloping layout. Please provide a patching detail at the demoed floor drains and new slope required for new floor drains.

ANSWER: Do not slope floor to new drains. Provide a level floor within the kitchen. Patching detail will be provided in upcoming Addendum.

40. Please provide patching detail for damaged concrete observed plan south of the existing firewall (see picture below).

ANSWER: Patching detail will be provided in upcoming Addendum.

41. Demo Keyed Note 023 on sheet AD101 – please confirm the existing coolers and freezers are recessed in the existing slab and will require concrete demo to be removed. Please indicate the extent of warped slab that is required to be infilled and prepped as indicated in the same note, as this was not observed during the site walk. Please provide structural details for concrete rework required at new walk in cooler.

ANSWER: Only patch and repair the existing concrete slab as needed at the walk-in cooler location. If level and not warped, no patching is needed.

42. Please advise if the contractor is to demo existing wall finish back to the CMU in Storage A117. Please confirm if new paint finish is to be applied to the existing CMU or if new drywall layer is required.

ANSWER: Demo existing wall finish back to CMU in this area. Apply new paint finish to existing CMU.

43. Please confirm if the contractor is to demo existing wall finish back to the CMU in unisex restroom A118. Please advise if a new layer of drywall is required to accommodate the new tile finish.

ANSWER: Demo existing wall finish back to CMU in this area. Modify substrate as needed to create smooth, firm, dry surface free of coatings incompatible with setting material as specified.



44. Please confirm if the existing lockers located near the south exit are required to be demoed.

ANSWER: Existing lockers should be demolished. AD101 will be updated in upcoming Addendum to reflect this.

45. It was observed at the site walk that the existing exterior door frame shown to be removed from plan south exterior wall has a transom window that extends to the soffit. The new door frame shown to be installed in this location (door A135) is indicated to be a 6070 hollow metal frame. Please confirm that the transom window is to be demoed and provide a façade infill detail at this location.

ANSWER: Existing door is to remain.

46. It was observed at the site walk that there is an existing doorbell and surface mounted receptacle to the left of the existing exterior door at the plan south exit. These will need to be removed or relocated to accommodate the 6070 door frame. Please advise.

ANSWER: Existing doorbell and surface mounted receptacle are to remain. Drawings will be updated to reflect the existing door to remain.

- 47. It was observed at the site walk that there is an existing air curtain located at the door plan south exterior wall. Nothing is shown to be installed at this location on sheet iM201B. However, on sheet QF1.0, item 101 listed as an air screen is shown to be installed at this location. Please confirm that this is required and clarify if this work is to be performed by the mechanical contractor or the food service provider. Also, please provide the mounting detail.
 - ANSWER: Air screen is required as specified in specification section 114000. Mounting detail will be provided in upcoming Addendum. Furnish air curtain under food service scope.
- 48. Canopy on sheet QF1.0 at the plan south exit is not called out on sheet A101. Please provide information and mounting details for canopy required.
 - ANSWER: A canopy is not required or part of the project scope and references as such will be removed from QF1.0 in upcoming Addendum.
- 49. Freeze proof hose bib indicated at the plan south exit on sheet QF1.0 is not shown on the plumbing drawings. Please clarify if this is required and provide show plumbing routing on plumbing drawings.
 - ANSWER: Freeze proof hose bib is not part of the project scope and will be removed from QF1.0 in upcoming Addendum.
- 50. On sheet QF1.0, Door 101 at plan south exterior wall states that architect is to provide 4080 receiving door whereas door schedule calls for 6070. Please clarify.

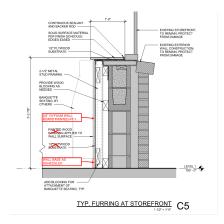
ANSWER: QF1.0 will be revised to remove the note. Architectural door schedule governs for sizing and door types. 6'-0" x 7'-0" door should be provided; coordinate air curtain (Item No. 101) with door size.



- 51. Please provide architectural façade/flashing installation details for the exterior exhaust fans and louvres to be installed in the existing exterior CMU walls.
 - ANSWER: Details to be added in upcoming Addendum.
- 52. Sheet AD151 indicates Demo Keyed Note 044 at plan south rooms. It was observed at the site walk that there is an existing plaster ceiling at this location (see picture below). Please confirm that this plaster ceiling is required to be demolished.
 - ANSWER: Yes, the existing plaster ceiling is required to be demolished to accommodate installation of new ductwork, lighting, and 2x2 ceiling. AD101 will be updated to show this graphically in upcoming Addendum.
- 53. It was observed in the site walk that the existing fire sprinkler piping is installed below the plaster ceiling in Dry Storage A136 (see picture below). Please advise if this piping needs to be raised to accommodate the new ceiling heights.
 - ANSWER: Yes, the fire sprinkler piping will need to be adjusted to fit within the new ceiling.
- 54. Demo Keyed Note 044 on AD151 indicates to salvage existing light fixtures for re-use in back of house spaces. However, all light fixtures shown on the reflected ceiling plan and lighting fixtures plan iE301B are indicated to be new. Please advise which light fixtures to be salvaged and where they are to be installed. Please also advise if these light fixtures are to be stored on site.
 - ANSWER: All light fixtures are new. Text in note 044 calling to salvage existing light fixtures will be removed in upcoming Addendum.
- 55. Detail B4/A407 indicates blackout film on glass pane at Vestibule C120. Please confirm that blackout film is also required on plan east side of the Vestibule C120.
 - ANSWER: Yes, please provide blackout film in matching location on plan east side of vestibule C120.
- 56. Detail B4/A407 indicates blackout film on glass pane at Vestibule C120. Please confirm that blackout film is also required on plan east side of the Vestibule C120.
 - ANSWER: Yes, please provide blackout film in matching location on plan east side of vestibule C120.
- 57. The existing exterior storefront appears to extend above the 9' ceiling height indicated above column line M on sheet A151. Which means that Detail b5/A501 does not align with the existing conditions of the exterior storefront, as the framing will be visible from the exterior through the highest pane. Please advise if window film will be required at the highest pane of the existing storefront or provide alternate framing details at this location.
 - ANSWER: Detail B5/A501 is not applicable to the project and will be removed as part of upcoming Addendum. Blackout window film will be required at the highest pane of the existing exterior storefront where the ceiling is lower than the existing glass.

- 58. Please provide a framing detail for the west wall of Dish Return A126 at the mail slot tray drop window.
 - ANSWER: Framing detail and elevation will be included in upcoming Addendum.
- 59. Please confirm that the existing tile finish on all columns in the kitchen and back of house are required to demoed and provide clarification on new finishes required. None indicated on sheet A701.
 - ANSWER: Yes, demo existing tile and clad columns in FRP-1, full height with corner and seam trims.
- 60. Per spec section 102600-2.02-A-3, corner guard wing size is indicated to be 1.5" x 1.5", however, floor plan General Note M indicates 2"x2"x48" corner guards. Please clarify corner guard wing width requirements.
 - ANSWER: 1.5"x1.5"x48" corner guards should be installed. Note M will be updated in the drawings as part of upcoming Addendum.
- 61. Please specify an allowance for the contractor to carry to patch fire rated floors, walls and ceilings as indicated in Floor Plan General Note I on sheet A101.
 - ANSWER: Contractor is to carry this work.
- 62. A151 RCP shows integrally lit exterior sign at plan north exterior wall. Electrical requirements are not indicated on iE201B. Please advise if electrical is existing or is required at this location.
 - ANSWER: (1) 120V/1P/20A power circuit shall be installed for power to exterior signage. Provide and install 2#10, #10G in no smaller than a 1" conduit. iE201B will be updated as part of upcoming Addendum.
- 63. Please confirm that all exposed to deck ceilings are to receive PT-6 dryfall paint.
 - ANSWER: No exposed to deck ceilings are required to be painted. PT-6 will be removed in upcoming Addendum.
- 64. Please confirm if cold formed metal framing infill is required between tube steel in details E2 & A4/A403, and C3 & C5/A407.
 - ANSWER: Infill as required with metal stud framing between the tube steel for installation of tile backer board substrate. Note will be clarified in upcoming Addendum.
- 65. Detail A4/A403 please clarify if continuous HSS tube steel is required above the two HSS 3x3x3/16 at the centerline of the columns? They are shown but not called out.
 - ANSWER: Yes, continuous HSS tube steel is required above the two HSS 3x3x3/16 members shown. Note will be updated in upcoming Addendum.
- 66. Finish plan and detail A1/A408 do not call for wood paneling WD-1 behind banquet seating, whereas detail C5/A404 calls for painted wood paneling applied to surface behind banquet. Please clarify wood paneling is not required behind the banquet seating. Please confirm extent of wood paneling along this wall.

ANSWER: Wood paneling is not required behind banquet seating and is isolated to the column surrounds only along this wall. Detail will be updated in upcoming Addendum.



67. Please specify locations where detail A4/A501 applies.

ANSWER: Since the ceiling is all accessible with 2x2 tile, this does not apply. Detail will be removed in upcoming Addendum.

68. Door A135 will be demoed from one door, and replaced with a double door and frame. Under the door hardware schedule shown under spec 087100, it calls for the Contractor and sub to determine the current hardware to replace. Please clarify if hardware will be installed per hardware schedule.

ANSWER: Provide a new hollow metal exterior double door as scheduled and install all hardware components scheduled in HW SET #EX-C714M.

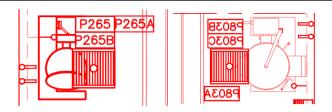
69. Please clarify what through wall modifications are required for CO2 fill-port and oil recycling fill-port on sheet QF1.3.

ANSWER: No through-wall modifications are required, just machine fastening to the building exterior. These are surface-mounted boxes that interface between the box itself and the storage tanks below, containing quick-disconnect connections.

70. Items P265 and p803B on the food service plumbing schedule are incomplete. Please clarify what these items are specify their locations.

ANSWER: Refer to snapshot below for revised plumbing schedule and snapshots showing locations of each item.

| P803A | 3/4" | NATURAL GAS | KETTLE 60 GALLON | WALL | 18" | BTC: 150 MBTU/HR |
|---------------|------|--------------------------|----------------------------|---------------|------------|----------------------------|
| P803B | 3/4" | HOT & COLD WATER | KETTLE | WALL | 24" | BTC: |
| P803C | 4" | HUB DRAIN | TRENCH LINER | FLOOR | -9" | BTC, CRITICAL LOCATION |
| | | | | | | |
| | • | | | | | |
| P265 | 4" | HUB DRAIN | KETTLE TRENCH LINER | FLOOR | -9" | BTC; CRITICAL LOCATION |
| P265 P265A | | HUB DRAIN H & C WATER | KETTLE TRENCH LINER KETTLE | FLOOR WALL | -9" 13" | BTC; CRITICAL LOCATION BTC |



- 71. Sheet QF1.8 is blurry and illegible. Please provide higher resolution drawings for legibility purposes.
 - ANSWER: Sheet will be reissued with upcoming Addendum in a higher resolution.
- 72. Please provide installation cross section details for the serving counters shown in elevation B1/A410 and the beverage counter elevation E3 and E5/A408. Keyed notes on architectural drawings state to refer to the food service drawings for additional information, however, no fabrication details or information is provided on elevations.
 - ANSWER: Serving counters shown in B1/A410 are delegated design by CounterCraft as specified in 114000, with waterfall edge SS-1 countertops and TL-8 fronts as shown. Beverage counter construction is millwork, similar to C4/A408, with the exception being it is against a wall and not a counter. Detail will be added for clarity in upcoming Addendum.
- 73. Per site walk, there were 5 existing floor diffusers observed along column line 9.9. These diffusers are not shown on the new mechanical floor plan as existing to remain. The existing locations will clash with new partition layout. Please confirm contractor to demo these diffusers. Also please provide concrete infill detail for patching of the existing slab at these locations.
 - ANSWER: These 5 floor diffusers should be removed and infilled. Concrete infill detail will be included in upcoming Addendum.
- 74. Please confirm if the new refrigeration equipment is being installed in the exact location as the existing. Please advise if any modifications to the current mounting method is required for the new refrigeration unit.
 - ANSWER: Refrigeration equipment is shown in the mechanical room. Refer to keyed note 13 on iM201B for proposed location.
- 75. Please advise if the 4" vent line as indicated keyed note 9 on iP303B can be tied into an existing vent stack through the roof.
 - ANSWER: No exception taken by the design team to re-using the existing vent thru roof as long as the existing vent thru roof is sized for the 4" required.
- 76. Please provide extent of existing PVC piping within the project scope that will require new fire wrap as indicated in plumbing gen note E or provide an allowance for the contractor to carry for this scope of work. Existing piping layout is not indicated on any of the project drawings.
 - ANSWER: All PVC within the project scope to be fire wrapped per UNT standards.
- 77. Per iE001 electrical allowances are indicated to be carried. However the categories listed do not all appear relevant to this project. Please clarify which allowances are to be carried specific to this project.

ANSWER: Security – All apply besides bulletpoint 3.

Telecom and A/V – Bullet points 1 and 4 apply.

Fire Alarm - Bullet point 1 does not apply.

Fire Smoke Dampers - Does not apply

Lighting - Stairwells does not apply.

78. Please advise if the electric metering in Detail 1 on iE602 is applicable to our scope of work.

ANSWER: Electric metering is required under IECC 2021, so new panels being installed shall require metering.

79. Please confirm switched receptacle wiring diagram on iE602 is not applicable to this project.

ANSWER: Any areas stated in the switched receptacle wiring diagram will require switched receptacles under IECC 2021.

80. Please confirm if the ground bus bar detail on iE603 is existing or if contractor is required to provide new.

ANSWER: Ground bus bar is existing.

81. There is a FCU-K1-1 shown on M211B that does not have duct drawn to it. What is the engineer's intent?

ANSWER: Only the FCU serving the storage room is in scope. iM211B is to be resubmitted showing the updated plans.

82. On M211B there is a FCU-K1-2 that is not scheduled on M601. Please rectify.

ANSWER: Only the FCU serving the storage room is in scope. iM211B is to be resubmitted showing the updated plans.

83. On M201B the tag for the FCU-K1-1 is tagged as FCU-K1-2 on M211B. Please rectify.

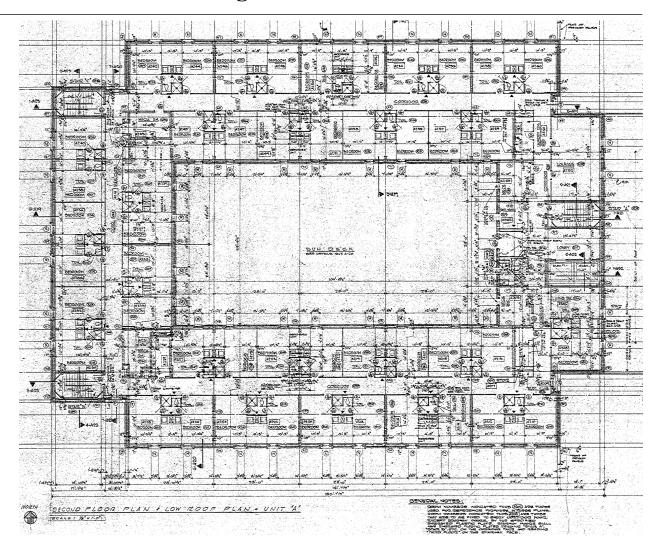
ANSWER: Only the FCU serving the storage room is in scope. iM211B is to be resubmitted showing the updated plans.

84. Please provide level 2 floor plan drawings and slab on grade details or crawlspace drawings. Please provide section cuts of floor to floor heights and transitions between floors.

ANSWER: Floor-to-floor height is approximately 14'. Level 2 floor plan is below:

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85. Please advise if the floor poke through rough-in detail on sheet T501B applies to the floor boxes indicated in hydroponic and POS station shown on iE201B. If not, please provide accurate floor poke through details.

ANSWER: Poke through assemblies, which are called for in these two locations on iE201B, are to be as specified in section 2.14 of specification 262726.

86. Please provide the location of the existing security control panel and verify that it has sufficient space for the new security cameras shown on TY151B.

ANSWER: Security cameras do not route to existing security control panel rather to existing IDF A207. Reference T500B for existing A207 layout. AM-4b.

87. Please provide the specification section for Fire Alarm System. It is listed in the table of contents but not included in the project manual.

ANSWER: Specification for Fire Alarm System (282300 and 283111) will be included in Addendum 2.



- 88. Please provide the specification section for the University of North Texas System Fire Alarm System (ECS). It is listed in the table of contents but not included in the project manual.
 - ANSWER: Specification for Fire Alarm System will be included in Addendum 2.
- 89. Provide clarification on fire suppression system and extent of fire pump requirements related to fire pump specification 21 30 00. Please confirm that existing fire suppression system and fire pump is sufficient.
 - ANSWER: Provide delegated design for extension of fire lines into café and kitchen area if not already present. The current square footage is not increasing. It will be the contractor's responsibility to provide a design solution for review and approval.
- 90. Please clarify where the spec section 26 41 13 Lightning Protection System applies. Please specify if the lightning protection system is existing or is the contractor required to provide.
 - ANSWER: The existing building is assumed to have an existing lightning protection system. The contractor shall design, provide and install additional devices and system components not limited to exhaust fans, conductors, proper grounding, and all required hardware for a complete system, as necessary for the new roof scope. Refer to the architectural, mechanical, and structural drawings for new roof and roof equipment scope.
- 91. Please revise specification section 09 67 23 Resinous Flooring. There are multiple line items throughout that list "???Insertnumber???" or "???Insertvalue???".
 - ANSWER: Section 09 6723 will be re-issued as part of Addendum 2.
- 92. Please provide a copy of the prevailing wages.
 - ANSWER: Bacon-Davis Act prevailing wages.
- 93. Please confirm UNT will provide builder's risk coverage as noted in Section 10.2.1 of the General Construction Agreement.
 - ANSWER: Contractor will be expected to provide Builder's Risk coverage.
- 94. On the lighting section, the drawings are showing to have (20) XE which are supposed to be Exit Lights/ Signs according to the symbol legend but the fixture schedule has them as 4' slim line fixtures. Is there a specific Exit light that they want to use or is generic sufficient?
 - ANSWER: Use HE Williams EXIT/EL fixture as a basis-of-design. Lighting schedule will be updated in upcoming Addendum to reflect this change.



ADDENDUM NO. 1

PROJECT: UNT Kerr Hall Dining Renovation

HE0569.2302.01

DATE: 05/15/2025

DISTRIBUTION: Client, Consultants, Contractors

For corrections or clarifications, contact: Lauren Davis (Idavis@treanor.design)

This Addendum becomes part of the Contract Documents and shall be acknowledged by each bidder on the proposal form. All parties of the original specifications and drawings shall remain in force except as noted below:

ITEM DETAIL

PROJECT MANUAL/SPECIFICATIONS (NEW SPECIFICATION SECTIONS)

1.1 <u>Section 283100:</u>

Fire Alarm System

Section 283111:

University of North Texas Fire Alarm System (ECS)

PROJECT MANUAL/SPECIFICATIONS (REISSUED SPECIFICATION SECTIONS W/MODIFICATIONS)

1.2 <u>Section 096723:</u>

Resinous Flooring

END OF ADDENDUM

LD

FIRE ALARM SYSTEM - SECTION 283100

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The requirements of Division 1, General Requirements and other provisions of the contract documents apply to this work.
- B. This Section intends to describe an integrated fire detection and voice evacuation system to be intelligent device addressable, analog detecting, low voltage and modular with multiplex communication techniques, in full compliance with all applicable codes and standards. The features described in this specification are a requirement for this project and shall be furnished by the successful contractor. The contractor is responsible for the design and installation of the fire alarm system. A fire alarm design is not shown on the plans. The system shall be designed by the fire alarm manufacturer to meet the requirements of the latest edition of NFPA 13, 25, 72, 90A, 101, International Building Code, ASME A17.1, ADA/TDLA and any other local and state codes. Refer to mechanical, plumbing and security plans for coordination of those systems with the fire alarm system.
 - The system as described shall be installed, tested, and delivered in full operating condition. The system shall include all required hardware, raceways, interconnecting wiring and software to accomplish the requirements of this specification and the contract drawings, whether itemized or not.
 - 2. All equipment furnished shall be new and the latest state of the art products of a single manufacturer, engaged in the manufacturing and sale of analog fire detection devices for over ten years. The equipment manufacturer shall have an installed base of analog systems as a reference. In the interest of job coordination, the installing contractor shall contract with a single source for supplying job materials, services, and programming, including final inspection/test services for the fire alarm system.
 - 3. The equipment, space requirements, expansion capabilities and features specified were selected to meet the requirement for this project
 - a. Manufacturers:
 - 1) Notifier NFS2-3030, no exception. Panel shall be campus standard and include:
 - i. Notifier embedded gateway (NFN-GW-EM-3)
 - ii. Notifier high speed network communications module (HS-NEM-W)
 - iii. Digital Voice Communication EM
 - iv. DAA Series digital Audio amplifiers

1.2 MATERIALS AND SERVICES

- A. The system shall include, but not be limited to the following elements:
 - Master system CPU including all fire detection, voice/audio and visual evacuation alarm control modules, supervised power amplifiers with the required back up modules.
 - 2. Circuit interface panels including all modules.
 - 3. Power supplies, batteries and battery chargers.
 - 4. Pre-amplifiers, amplifiers, and tone generators.
 - 5. Equipmentenclosures.

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- 6. Intelligent addressable manual pull static detectors, alarm monitoring modules, and supervised control modules.
- 7. Annunciator panel and printer.
- 8. Voice/Audible and visual evacuation signals.
- 9. Color graphic displays and historical archiving.
- 10. Software and firmware as required to provide a complete functioning system.
- 11. Wiring and raceway.
- 12. Installation, testing and certification and training.
- 13. Interface with security system per Paragraph 1.10.
- 14. Interface with air handling units.
- 15. Connection to MDF room via fiber for remote monitoring by the UNT Fire Systems Group.
- 16. Remote annunciator panels at each building entrance door or as required by the AHJ.

1.3 REFERENCE STANDARDS

- A. The publications listed below form a part of this publication to the extent referenced. The publications are referenced in the text by the basic designation only. The latest version of each listed publication shall be used as a guide unless the authority having jurisdiction has adopted an earlier version.
 - 1. Texas Department of Insurance (TDI) State Fire Marshal's Office
 - 2. Factory Mutual (FM). FM AG Approval Guide.
 - 3. National Fire Protection Association (NFPA).
 - a. NFPA 13 Standard for the Installation of Sprinkler Systems.
 - b. NFPA 25 Recommended Practice for the Inspection, Testing and Maintenance of Sprinkler Systems.
 - c. NFPA 70 National Electrical Code.
 - d. NFPA 72 Standard for the Installation, Maintenance and use of Protective Signaling Systems.
 - e. NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems.
 - f. NFPA 101 Life Safety Code.
 - 4. Underwriter's Laboratories, Inc. (UL).
 - a. Appropriate UL Standards.
 - b. UL FPED.
 - 5. Texas Department of Licensing and Regulation.
 - 6. Americans with Disabilities Act.
 - 7. Texas Accessibility Standards (TAS)
 - 8. International Building Code (IBC).

1.4 QUALIFICATIONS OF THE INSTALLER

A. Before commencing work, submit data showing that the contractor has successfully installed fire alarm systems of the same type and design as specified, or that they have a firm contractual agreement with a subcontractor having the required manufacturers' training and experience. The contractor shall include the names and locations of at least two installations where the contractor, or the subcontractor above, has installed such systems. Specify the type and design for each system and furnish documentation that the system has performed satisfactorily for the preceding 18 months.

1.5 MANUFACTURER'S REPRESENTATIVE

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A. Provide the services of a representative or technician from the manufacturer of the system, experienced in the installation and operation of the type of system provided. The representative shall be licensed in the State of Texas. The technician shall supervise installation, software documentation, adjustment, preliminary testing, final testing and certification of the system. The technician shall provide the required instruction to the Owner's personnel in the system operation, maintenance and programming.

1.6 SUBMITTAL

- A. The contracting firm shall be submit copies of its Texas Department of Insurance (TDI) Fire Alarm Contractor Registration (ACR), Fire Alarm Planning Superintendent License (APS) and the required TDI's Liability Insurance Certificate, signed by a Texas Insurance Agent.
- B. The contractor shall include the following information in the equipment submittal:
 - 1. Power calculations.
 - a. Battery capacity calculations. Battery size shall be a minimum of 150% of the calculated requirement.
 - b. Supervisory power requirements for all equipment.
 - c. Alarm power requirements for all equipment.
 - d. Power supply rating justification showing power requirements for each of the system power supplies. Power supplies shall be sized to furnish the total connected load in a worst case condition.
 - e. Justification showing power requirements of the system amplifiers.
 - f. Voltage drop calculations for wiring runs demonstrating worst case condition.
 - 2. Complete manufacturer's catalog data including supervisory power usage, alarm power usage, physical dimensions, finish and mounting requirements.
 - 3. Submit panel configuration and interconnection of modules and all other data as required to make an informed judgment regarding product suitability. At a minimum, data shall be submitted on the following:
 - a. Master system CPU including all fire detection, voice/audio and visual evacuation alarm control modules, and supervised power amplifiers with the required back up modules.
 - b. Circuit interface panels including all modules.
 - c. Power supplies, batteries and battery chargers.
 - d. Pre-amplifiers, amplifiers, tone generators, master microphone and master telephone.
 - e. Equipment enclosures, including dimensions and weights of completed units.
 - f. Intelligent addressable manual pull stations, heat detectors, analog smoke detectors, alarm monitoring modules, and supervised control modules.
 - g. Annunciator panel and printer.
 - h. Audible and visual evacuation signals and devices.
 - i. Software and firmware as required to provide a complete functioning system.
 - j. Circuiting, including conduit and wire sizes.
 - 4. Data describing more than one type of item shall be clearly marked to indicate the type the contractor intends to provide for options not crossed out in submittal material will be furnished for the project. All submittal material shall be complete. Partial submittal will not be evaluated and will be rejected without comment. The

- contractor shall submit copies of UL listing or FM approval data showing compatibility of the proposed device or appliance and the panel being provided.
- 5. Complete drawings covering the following shall be submitted by the contractor for the proposed system:
 - a. Floor plans showing all communicating, initiating, end of line, supervisory, indicating appliances, and output control devices; including circuit interface panels, message digitizers, amplifiers, annunciators, printers, video display terminals, color graphic displays, transponders and the main CPU locations. Raceways shall be shown, marked for size, conductor count with type and size, showing the percentage of allowable National Electric Code fill used. Drawings shall indicate ambient sound levels used by the system installer for sound level calculations and mathematical justification for signal placement to meet the code required 15dBA above ambient for audible warning signals.
 - b. Wiring diagrams showing points of connection and terminals used for all electrical connections to the system devices and panels.
- 6. A complete proposed system database including a description of all logic strings, control by event programming and point identification labels on a 3.5" high density floppy disk or CD ROM and in a formatted printed form, as required for offsite editing, uploading and downloading shall be submitted for evaluation by the owner. A programming manual shall accompany the submitted program and shall be adequate to allow understanding, operation and editing by the system owner.
- 7. Statements shall be included, with copies of required licensing, verifying the qualifications of the installer as specified.
- 8. The fire alarm system subcontractor or manufacturer shall offer, for the owner's consideration at the time of system submittal, a priced inspection, maintenance, testing and repair contract in full compliance with the requirements of NFPA 72.
- B. For use in system test, a complete operation and maintenance manual with two sets of proposed installation drawings shall be submitted.
 - 1. The following information shall be inscribed on the cover:
 - a. "OPERATION AND MAINTENANCE MANUAL"
 - b. Building location.
 - c. The name of the contractor, system manufacturer and system subcontractor.
 - d. The name and phone number of the fire department required to respond to alarms at the project location.
 - 2. The manual shall be legible and easily read with large drawings folded and contained in pockets. Included in the manual shall be circuit drawings, wiring and control diagrams with data to explain detailed operation and control of each item of equipment and a control sequence describing start up instructions. Included shall be installation instructions, maintenance instructions, safety precautions, test procedures, performance data, and software documentation.
- C. Upon completion of the installation, record drawings shall be submitted on each system before final acceptance of the work. The contractor shall furnish to the Owner a set of record drawings including system diagrams for each system. The record drawings masters shall be on reproducible mylar film, uniformly sized as required for legibility and reproduction and on high density floppy disks or CD ROM in an AutoCAD DXF format.

1.7 SYSTEMFUNCTION

- A. The system shall be a complete, electrically supervised multiplex style fire detection and voice evacuation system with intelligent analog alarm initiation, to be device addressable and annunciated as described and shown on the drawings.
 - 1. The maximum number of devices on a single signaling circuit shall not exceed 60, in order to avoid catastrophic loss of device communications in the event of a raceway destruction, with a capacity of 60 reporting system inputs and 60 system control outputs. Systems capable of serving in excess of 60 devices to be addressed on as single analog communications network shall be wired and controlled in a Style 7 configuration including isolation circuitry limiting any short circuit fault to a maximum of 60 addresses and/or a single smoke zone, whichever is less. Device wiring in the Style 7 configuration shall be installed in a manner eliminating the possibility of exiting wiring sharing the same raceway as the entry wiring for any device.
 - a. Devices attached to the signaling circuit shall be individually identifiable at the control panel for alarm and trouble indication. Smoke detectors shall be interrogated for sensitivity settings from the control panel, logged for sensitivity changes indicating the requirement for cleaning, and tested by a single technician using the panel field test routine.
 - b. Sensitivity settings of individual detectors shall be automatically or manually adjustable from the control panel to reduce the incidence of false alarms caused by environmental conditions.
 - c. The analog signaling circuits shall be installed in the fire alarm control panel enclosure or in remote circuit interface panel enclosures.
 - d. Analog signaling circuits shall support selectable Style 4 or Style 7 wiring using loop isolator modules.
 - 2. The system shall support intelligent analog smoke detection, manual station, water flow, supervisory, security, and status monitoring devices. Fire alarm, supervisory, trouble, security and status shall each be treated as a separate level of alarm, each with its own level of priority. The system shall also support amplifiers, voice/visual circuits, telephone system and smoke control fans and dampers.
 - 3. The panel shall be UL listed as a test instrument for the measurement and logging of the sensitivity of connected intelligent analog ionization and photoelectric smoke detectors connected to the control panel or any remote circuit interface panel to comply with the bi-annual sensitivity logging requirements of NFPA 72E.
 - a. The measurements shall be discrete voltage readings, accurate to .01 VDC. The readings shall be dynamic, providing a constant display of voltage shifts of the device being tested when in the sensitivity voltage list mode.
 - b. The control panel shall provide a display and a printed list of these sensitivity measurements as a permanent record of the required sensitivity testing. An output shall be provided, together with a Windows XP based utility program to allow the data acquired in the sensitivity testing mode to be downloaded into a laptop computer and utilized in a data base program to formulate a complete system history.
 - c. When programmed, any system connected light refraction style smoke detector shall be capable of self adjustment to compensate for the accumulation of contaminates that would change the detector sensitivity in either a more or less sensitive direction. This adjustment shall keep the relationship between the sensing chamber voltage and the programmed alarm threshold voltage constant to prevent false indications or failure to alarm in the presence of

smoke. Data contained in a memory bank on each detector so programmed, shall maintain an average of the chamber voltage in determining the threshold settingfor the device. The threshold setting installed in memory within each device shall maintain programmed operation in all cases, including default and default alarm modes. All devices programmed with this feature shall be automatically tested by the control panel once every twenty four hours to assure their ability to detect and report an alarm condition. This test shall be done as a background routine and shall remain transparent to the user. In the event of a test failure, the control panel shall report a trouble message for the failed device.

- d. Trouble messages displayed by the system LCD displays and logged to system printers and memory shall be programmed with a custom label as selected by the owner to identify the origin by cabinet, room number or other information meaningful to assist maintenance employees.
- 4. The system shall annunciate a pre-clean trouble condition when any smoke detector reaches 80% of the allowable threshold movement within the prescribed UL window due to gradual contamination, signaling the need for service, and eliminating unwanted alarms. Upon reaching 100% of the allowable movement, a second "Detector Dirty" message with a trouble condition shall be displayed.
 - a. The trouble report shall annunciate the specific location of the smoke detector requiring service. All analog smoke detectors installed in the system shall include this feature.
 - b. Upon completion of the cleaning of the device, the system shall reestablish the average chamber voltage file, determining if the detector sensitivity falls within the required window, and display a "Detector Cleaned" message. The detector cleaning shall be logged to the system history file.
- 5. Any intelligent analog smoke detector shall include a selectable alarm verification capability. This feature shall provide automatic verification of smoke detector alarms as described by NFPA 72. The system shall have the capability of logging to historical memory, the time and date of all unverified alarm events in order to track activity and generate reports indicating maintenance requirements prior to failures within the system.
- 6. All external circuits shall be listed as power limited circuits per the National Electric Code. Power limitation shall be provided using on board, self-restoring solid state thermal devices. Units using fuses or manually restorable circuit breakers for this purpose or requiring board replacement or exchange will not be acceptable.
- 7. The system shall recognize initiating of an alarm and indicate the alarm condition in a degraded mode of operation, in the event of processor failure or the loss of system communications to the circuit interface panels.
 - a. Each circuit interface panel shall be capable of operation in its own degrade mode. In this mode, the system shall receive an alarm from any intelligent analog or conventional initiating device. It shall activate local indicating appliances and remote or auxiliary connect circuits.
 - b. The system shall indicate a trouble condition during degrade mode operation and shall give a visual indication of an alarm condition.
 - c. Detector operation in the degrade mode shall continue at the alarm threshold previously programmed. Systems returning detectors to a common default value in degrade mode shall not be acceptable.

- 8. The system shall provide a default operation program to allow reporting of alarms from installed devices before loading of custom system software.
- 9. The system shall report alarms from installed devices but not yet added to the system custom program. Alarm reports from these devices shall activate indicating appliance circuits.
- 10. The system shall perform time based control functions including automatic changes of specified smoke detector sensitivity settings. Time based functions shall be controlled by specifying time periods or actual dates. It also shall provide the ability to control these functions on an exception basis using a holiday schedule.
- 11. The system shall provide a one person field test initiated from the control panel of either the complete system or a specified area supported from either the master control panel or any remote circuit interface panel, maintaining full function of areas not under test.
 - a. Field test shall be usable in a silent or audible mode. When in the audible mode, the signals shall audibly annunciate alarms, troubles and device types, each in a way identifiable by the testing technician.
 - b. All field test activity shall be logged to the system printer and historical memory. It shall be possible to download historic memory to a data base program prior to, and subsequent to the walk test in order to establish a continuous system history. Historic memory shall accommodate a minimum of 800 events to prevent overflow during testing.
- 12. The system shall be provided with eight levels of password protection with up to forty passwords. In addition the system shall provide for up to sixty four password protected sublevels protecting functions or groups of functions under operator control. Passwords and functions shall be field programmable.
- 13. The system shall be programmed in the field via a laptop computer. All programmed information shall be stored in nonvolatile memory after loading into the control panel. No special programming terminal or prom burning shall be required and the system shall continue in service during reprogramming. Systems requiring on line terminal programming or not capable of mass reading of panel software for offsite documentation or editing will not be considered acceptable.
 - a. During program reading or loading, the system shall retain the capability for alarm reporting.
 - b. The system shall read to a PC for program editing. System program shall be stored on a floppy disk or CD ROM and all programming shall be multilevel password protected.
 - c. A U.L. recognized programming utility shall be furnished to compare all altered functions, and input or output addresses, listing all related functions, inputs and output addresses that are effected by the program changes. These items shall constitute a minimum for required certification re-testing of the system in addition to the system device percentage mandated by the codes. Systems not providing this utility shall not be acceptable due to the expense related to complete re- testing for re-certification after program changes. The system shall consist of a central or distributed multiplex architecture using a centrally located control unit with interconnection to remote circuit interface panels containing any combination of pluggable intelligent analog signaling circuits and plug in relays.

- d. The remote circuit interface panels shall as a minimum, provide a power supply, microprocessor controlled bus structure, battery and automatic charger, and communication link to the main CPU through a high speed 19.2K baud RS-485 network.
 - The high speed communications network shall be capable of Style 7 configuration, and when wired in this configuration, both outgoing and incoming paths shall be used for system activity as a means of assuring system response in the event of a loss of wiring continuity.
 - The high speed communications network shall support the use of fiber optics transmission techniques for the elimination of all electrostatic and electromagnetic induced electrical interference configured as a star loop.
- e. The network communications format shall include error checking of the installation location of each module address to verify the agreement between programmed software and installed hardware as a protection against card installation in incorrect plug in slots. Module printed circuit cards shall be configured within each cabinet to physically prevent the installation of a card in an incorrect slot in that cabinet.
- 14. The system shall support a UL listed supervised printer at any designated alphanumeric annunciator.
- 15. The system shall provide status indicators and control switches for all of the following functions:
 - a. Audible and visual evacuation alarm circuit zone control.
 - b. Status indicators for sprinkling system waterflow and valve supervisory devices.
- 16. The system as installed shall be expandable to its predetermined maximum capacity of 200 initiation devices and/or 200 combined zones of speakers, and visual devices using installed software, with no chip changes or additions required for expansion.
- 17. The system shall support a UL listed supervised printer. Multiple unsupervised ancillary printers also shall be supported as approved or required by the authority having jurisdiction.
- 18. The system shall be listed by the UL for configuration as an approved NFPA 13 fire sprinkler system deluge and pre-action releasing system.

1.8 SYSTEMZONING

A. Each intelligent addressable device on the system shall be displayed at the fire alarm control panel by a unique alpha numeric label identifying its location.

1.9 SYSTEMOPERATION

- A. Activation of any fire alarm initiating device shall cause the following actions and indications, unless otherwise noted below:
 - 1. Display a custom message, describing the device originating the alarm condition at the main fire alarm control panel and remote annunciator.
 - 2. Report to the UNT Police via dialer. Two telephone lines shall be provided. Coordinate requirements with UNT and telecom plans.
 - 3. Sound an alarm tone for a maximum of five seconds followed by an automatic digital voice message over all alarm circuits. At the end of the voice message, the alarm tone

shall resume. The audio alarm signals shall sound alternately until the signal silence switch is operated.

- a. All audio operations (speaker circuit selection and alarm tone/voice messages and timing variations) shall be activated by the system software, so that future changes can be implemented without rewiring or hardware additions. Audible signals shall be silenceable from the fire alarm control panel by an alarm silence switch. The alarm indication shall be transferred to a visual indicator on the control panel and the alarm signals shall resound for a subsequent alarm condition, reported by a different device. Visual signals shall be programmable to flash until system reset or alarm silencing, as required.
- b. A signal dedicated to sprinkler system water flow alarm shall not be silenced while the sprinkler system is flowing at a rate of flow greater than or equal to a single head.
- c. Status lights next to speaker selection switches on the control panel shall indicate which of the three messages each speaker circuit is distributing.
- d. Provisions for total building paging shall be accomplished by an 'All circuits switch'.
- 4. Record within the non-volatile system historical memory, the occurrence of the event, the time and date of occurrence and the device initiating the event. In addition, all operator actions shall be logged to system history with time and date.
- 5. Activation of an AHU duct detector shall shutdown that AHU only and shall not sound a general alarm.
- B. Activation of any alarm verified smoke detector in a single elevator lobby or an elevator equipment room shall, in addition to the actions described in 1.9A above, cause the recall of that bank of elevators to the terminal floor and the lockout of controls. In the event of recall initiation by a detector in the terminal floor lobby, the recall shall be to the alternate floor. Activation of any heat detector in the elevator machine room/pit shall shunt trip the circuit breaker serving the associated elevators.
- C. Activation of any air duct detectors shall shutdown that unit.
- D. Activation of any supervisory circuit; i.e., supervised valve closure, air pressure abnormal, low temperature, fire pump trouble shall cause the following actions and indications:
 - 1. Display the origin of the supervisory condition report at the main fire alarm panel and remote annunciator alphanumeric LCD display.
 - Activate supervisory audible and visual signals as indicated on the drawings. Audible signals shall be silenced from the fire alarm control panel by an alarm acknowledge switch. The supervisory indication shall be transferred to a visual indicator on the control panel and the supervisory signals shall resound for a subsequent supervisory condition, reported by a different device.
 - 3. Record within system history the occurrence of the event, the time of occurrence and the device initiating the event.
- E. Receipt of a trouble report; i.e., primary power loss, open or grounded initiating or signaling circuit wiring, open, grounded or shorted indication system wiring, device communication failure, battery disconnect at the fire alarm control panel shall cause the following actions and alarms.
 - 1. Display at the main fire alarm panel and remote annunciator alphanumeric LCD display, the origin of the trouble condition report.

- 2. Activate trouble audible and visual signals at the control panel and as indicated on the drawings.
 - a. Audible signals shall be silenced from the fire alarm control panel and remote annunciator by a trouble acknowledge switch. The trouble indication shall be transferred to a visual indicator on the control panel and the trouble signals shall resound for a subsequent trouble condition reported by a different device.
 - b. Trouble conditions which have been restored to normal shall be automatically removed from the trouble display queue and not require operator intervention. This feature shall be software selectable and shall not preclude the logging of trouble events to the historical file.
- 3. Record within system history, the occurrence of the event, the time of occurrence and the device initiating the event.

1.10 SECURITY SYSTEM INTERFACE

- A. Automatic Unlock of Electric Locking Mechanisms.
 - 1. Fail-safe security electric locking mechanisms as indicated on the security plans shall be automatically unlocked by the security system upon a fire alarm condition.
 - To provide for automatic unlocking, the fire alarm contractor shall provide a normally closed auxiliary dry output contact from the fire alarm system. Upon a fire alarm condition the contact shall open and the security system shall unlock the electric locking mechanisms. The contact shall remain open until the fire alarm system is manually reset.
- B. Manual Release of Electric Locking Mechanisms.
 - 1. Security electric locking mechanisms as indicated on the security plans shall be manually unlocked from a switch at the main fire alarm control panel.
 - 2. To provide for manual unlocking the fire alarm contractor shall provide a toggle switch in the main fire alarm control panel. Upon activation of the switch a normally closed dry contact shall open and the security system shall unlock the electric locking mechanisms. The contact shall remain open until the switch is returned to the locked position.
 - 3. The fire alarm contractor shall provide an additional normally closed dry contact from the switch for security system monitoring of the position status of the switch.
- C. Automatic Bypass of Card Reader Control of Elevators.
 - 1. The card reader control of elevators shall be automatically bypassed by the security system upon a fire alarm condition.
 - To provide for automatic bypass the fire alarm contractor shall provide a normally closed dry output contact from the fire alarm system. Upon a fire alarm condition the contact shall open and the security system shall bypass the card reader control of elevators. The contact shall remain open until the fire alarm system is manually reset.

D. Submittal.

- 1. Submit product specifications, fabrication shop drawing, and wiring diagrams for the following:
 - a. Interface terminal box
 - b. Manual unlock switch

PART 2 - PRODUCTS

2.1 FIRE ALARM CONTROL PANEL

- A. Fire alarm control panel shall be designed for mounting where indicated on the drawings.
- B. The control panel shall be modular in construction and shall include, but not be limited to; the hardware, software and firmware required to perform the following major system functions:
 - 1. Surface mounted steel cabinet with indicator viewing window, hinged door and cylinder lock, dead front construction with outer door open, and factory finished in baked black enamel.
 - 2. System power supplies, including necessary transformers, rectifiers, regulators, filters and surge protection required for system operation, with the capacity to power the system in a worst case condition with all devices in alarm and all local indicating appliances active without exceeding the listed ratings. The system devices shall display normal and alarm conditions consistently whether operating from normal power or reserve (standby) power.
 - 3. System 16 bit core processor, with internal operating system to process incoming alarm signals and issue output commands required as a result of the alarm reception, by system programming or manual commands. Total system response time shall not exceed 2.5 seconds on a system configured to the 3000 address maximum capacity. All system processors shall be supervised by individual watchdog circuitry furnishing automatic restart after loss of activity. Systems with a single watchdog circuits for all processors shall not be acceptable.
 - 4. NFPA 72 Style 4 system digital communication capabilities required for the control panel to communicate with remote circuit interface panels, annunciators, and displays. All communications shall be conducted in a digital format. Systems utilizing communications signals of pulse width or voltage level techniques are not considered acceptable.
 - 5. NFPA 72 Style 4 operation with loop isolator analog signaling circuitry required to communicate with, and receive alarms from 120 points, consisting of a maximum of sixty intelligent analog alarm initiating and sixty intelligent controllable output devices. Analog loops shall be configured with loop isolators and wired in a manner that prevents a catastrophic wiring event on a floor from effecting the performance of other floors.
 - a. Systems allowing more than sixty devices per addressable loop shall be wired in a Style 7 configuration with raceway design configured to allow a maximum of one section of the loop within a single raceway.
 - b. All communications shall be conducted in a digital format. Systems processing signals using pulse width or voltage level techniques are not considered acceptable.
 - 6. A limited energy output circuit for operation of direct current audible or visual devices.
 - 7. A drill function on the panel that is easily identifiable and only initiates notification appliances on all floors.
 - 8. A programmable bypass function for AHU shut down, elevator recall, stairwell pressurization fans, notification appliances and alarm verification.
 - 9. Where control of operations requiring switching functions is required, there shall be provided a software controllable relay module.

- 10. Mother boards shall be provided as the system bus furnishing systems communications to the various plug in modules required for system operation and expansion.
- 11. The integrated voice system shall operate up to three voice channels simultaneously; Evacuation, Alert and Auxiliary. Systems using a dedicated paging channel shall not be considered equal.
- 12. The integrated voice system shall utilize local and distributed amplification as required for optimum system performance and configuration.
- 13. The voice system amplifiers shall be capable of operating 25vrms and/or 70vrms speakers as required to optimize system performance. The amplifiers shall provide a minimum of 100 watts of power each. Amplifiers shall automatically transfer to battery when power fails or is disconnected. The amplifier shall have LED's indicating "AC power fail" and "Battery trouble". Sufficient amplifier power shall be provided to furnish a minimum average of 2 watts of power to all connected speakers on each channel, and in all spaces, provide the code mandated 15Dba above the prevailing equivalent sound level or 5Dba above the maximum sound level whichever is louder. Sound levels as specified by the NFPA 72, chapter 10, A-10-4.6.2 shall be furnished throughout. Amplifiers shall be protected by a back up amplifier capable of assuming the load of a failed amplifier automatically.
- 14. An audio control module shall be supplied as the master control module for all voice related functions. The audio control module shall communicate with the fire alarm master via high speed network communications lines.
 - a. A supervised tone generator capable of providing a variety of tones for use in the system shall be included within the capabilities of this module. Software configuration shall determine which tone the system uses. Minimum available signal configurations shall be:
 - 1) Slow Whoop.
 - 2) 900Hz Steady, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-4-4.
 - 3) Chime, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-4-4.
 - 4) Horn Steady, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-4-4.
 - 5) 2000Hz Steady, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-44.
 - 6) Hi/Lo
 - 7) Wail.
 - b. A backup tone card shall be furnished for the audio control module.
- 15. The master microphone module shall be permanently mounted behind the locked access door, visible through the viewing window and provide firefighters with the means of issuing voice message instructions to specific audio zones, groups of zones or all zones. The microphone and the press-to- talk switch shall be supervised. This module shall contain a local speaker with volume control to monitor selected audio channels.
- 16. The amplifier supervision modules shall supervise the output of all amplifiers, providing automatic switching of backup amplifier output when required.

- 17. Manual control and annunciator modules shall be provided on the face of the control panel in quantities required by the system. Module circuit labels shall be color coded to indicate speaker control, waterflow indication and valve supervision.
 - a. Furnish for the indication and control of all system speaker zones, modules comprised of eight software programmed switches, each capable of displaying status of the controlled zone via LED's capable of displaying three different colors in both the steady and flashing state to denote the active status circuit and indicate trouble. All switch activation and LED status indications shall be software mapped to any system functions desired. Systems requiring the use of multiple switches to activate groups of zones or functions shall not be acceptable.
 - 1) Speakers shall be located where indicated on plans.
 - 2) Strobe visual signals shall operate in conjunction with the automatic activation of the speaker zones. Visual signals shall be programmable to remain activated until system reset or system acknowledgment, as required.
 - b. Furnish for the display of fire sprinkler system status, annunciator modules comprised of eight software programmed switches, each capable of displaying status of the controlled zone via led's capable of displaying three different colors in both the steady and flashing state to denote the status and indicate trouble, shall be provided in quantities as required to indicate real time status of each system waterflow switch and valve supervisory switch.
- 18. Provide as required, speaker/strobe zone modules providing 8 zones Style Y for either supervised speaker circuits or 24 VDC strobe lightor combination of the two indicating type signals. Modules shall incorporate solid state self-restoring current limiting. Equipment requiring fuse replacement, manual resetting, or card replacement will not be considered acceptable.
- 19. The enclosure for the system shall provide complete dead front construction when the outer cabinet door is opened, with no wiring, terminals, batteries or electronic components visible. Human interface modules shall be on a frame hinge mounted to provide easy access to wiring and system plug in cards. Enclosure door shall be pin hinged and removable, for easy system operation by firefighters and technicians in testing and maintenance modes.
- 20. The system shall include a real time link to the system database, historical event log, logic, and operating system. The system shall require no manual input to initialize in the event of a complete power down condition. It shall return to an on line state as an operating system performing all programmed functions upon power restoration. Systems requiring battery backed-up memory devices shall not be acceptable.
- 21. System display consisting of an 80 character back lighted alphanumeric super twist LCD display readable at any angle. Thirty-two character customer defined custom messages shall describe the location of the active device.
 - a. The system shall be capable of programming to allow troubles occurring and restored in the system to be automatically removed from the display queue, eliminating the necessity for individual acknowledging of these events. This feature shall not affect the historical logging of events as programmed.
 - b. As a minimum, an LED display for "ALARM", "AUDIBLES SILENCED", "SUPERVISORY", "TROUBLE", "SECURITY", "POWER ON" and "PARTIAL SYSTEMDISABLED".

- c. Touch activated membrane switches for "ALARM ACKNOWLEDGE", "AUDIBLE SILENCE", "SUPERVISORY ACKNOWLEDGE", "TROUBLE ACKNOWLEDGE", "SECURITY ACKNOWLEDGE", "RESET", "DISPLAY HOLD" and "DISPLAY NEXT".
- d. All membrane switches shall be tactile with audible feed back when pressed.
- e. Touch activated membrane switches, programmable to perform a minimum of twelve custom designed and programmed functions such as drill, disable, bypass automatic control commands or other special functions as required by the system user. The membrane switches shall also be used for the entry of up to 128 individual pass codes, allowing for an individual code for each operator allowed to perform security bypass functions.
- f. Ten digit keypad for pass code entry to perform programming and maintenance functions.
- g. The system shall support a minimum of three supervised remote alphanumeric annunciators as full function remote control points. Each supervised annunciator shall support a printer.
- 22. Software defined logic module as required for each alarm initiation point, capable of controlling any combination of the system output functions using as logic factors; counting, verification, time, day, holiday, type of device, "and", "or", "not", "timer", "all", "any", flip-flop, D latch, and up to 32 levels of programming shall be possible.
- 23. Selective historical log, up to 800 events of all types, shall be stored in flash memory and displayed, printed or downloaded by classification for selective event reports. Systems requiring segregated storage for classifications of event history shall be equipped with a hard drive storage device allowing the storage of a utility program for event sorting and a minimum of up to 800 events each for alarm, supervisory, status, security, trouble, operator actions and control outputs.
 - a. The system shall allow selection of events to be logged, including inputs, as; alarms, troubles, supervisories, securities, status changes, walk tests and device verification, outputs as: audible control and output activation, actions as; reset, set sensitivity, arm/disarm, override, password, set time and acknowledge.
 - b. Data format for downloading shall be compatible with the data base handling program, allowing custom report generation to track alarms, troubles and maintenance.
 - c. Audible and visual indications shall be generated when memory is 80% and 90% full to allow downloading of data. The system shall be programmable circular logging, assuring that at least the last 400 events will always be stored in non-volatile memory.
 - d. Downloading historical events shall set a system flag at the last event downloaded to allow future retrieval to start at that point, assuring a continuous history log.
- 24. Environment compensating, software driven logic for adjusting the alarm threshold windows on detectors to compensate for accumulating contamination and keep detector response sensitivity constant. The software shall compensate for either oversensitized or de-sensitized units, raising a system flag when a detector approaches the allowable limits of adjustment, indicating a requirement for cleaning.
 - a. Environment compensation values shall be stored in non-volatile memory allowing activation of all tracking functions within 90 seconds of system

- initiation from a "cold boot". During the boot sequence, alarms from detectors programmed with the feature shall be suppressed. When the full data history is active all devices shall be checked and any active alarms displayed.
- b. The control panel shall place each detector in the system in an alarm condition, transparent to the system user, every twenty-four hours as a dynamic check of the accuracy of the alarm threshold setting. Upon reception of the alarm report, the system detector shall be restored to its pretest state.
- c. The system shall be capable of monitoring the state of detectors and displaying a message when a detector is approaching the limits of adjustment as a result of contaminates. A second message shall be displayed when the detector reaches the limits of adjustment due to these contaminates.
- d. The system shall recognize that a detector has been cleaned, initiating a series of tests to determine if the cleaning was successful and display a detector cleaned message, readjusting that detectors normal sensitivity setting reference based on a new cumulative average.

2.2 FIRE ALARM SYSTEM POWER SUPPLIES

- A. System primary power. Primary power for the FACP and the secondary power battery chargers shall each be obtained from the nearest 120V emergency panel. See plans for the exact location of the 120V power panel.
- B. Secondary power supply. Provide sealed gelled electrolyte batteries as the secondary power supply for the fire alarm control panel and each system circuit interface panel. The battery supply shall be calculated to operate its load in a supervisory mode for twenty four hours with no primary power applied and, after that time, operate its alarm mode for two hours. Batteries shall be sized at no larger than 80% of the calculated size to compensate for deterioration and aging during the battery life cycle. Battery calculations shall be submitted to justify the battery size. Batteries shall be housed in the control cabinet or a separate cabinet with adequate cell separation to prevent accidental discharge.

2.3 SPAREBOX

A. Provide a separate box located adjacent to the main fire alarm panel. The box shall be sufficiently sized (16" X 16" C 6" minimum) to hold all spare detectors and paperwork. This box shall match the main fire alarm panel in appearance and be keyed the same.

2.4 REMOTE CIRCUIT INTERFACE PANELS

- A. Remote circuit interface panels shall consist of an enclosure, a remote power supply, digital communications circuitry, mother boards, batteries and hardware, modules and circuitry described for inclusion in the fire alarm control panel as required to function as specified.
 - Circuit interface panels, when required, include conventional zone module, analog loop drivers, indicating appliance circuits, output circuitry to perform actions, speaker supervisory and distribution circuits. All fire detection, alarm and indicating devices supported by the circuit interface panel shall function as a self standing system in the

- failsafe mode upon loss of the central fire alarm control panel processing, communications or the communications wiring between them.
- 2. Smoke detectors shall alarm at their programmed sensitivity settings and shall not revert to a common default setting when their operating system segment is in the default mode.
- Circuit interface panels shall support remote system displays, annunciators and printers. Test procedures shall be capable of initiation at the main fire control panel, any remote LCD annunciator or any remote interface panel equipped with a keypad.

2.5 DETECTORBASES

A. Detector Bases – Detector bases shall be low profile, surface or flush mounted in a standard 4" square by 2-1/8" deep box. Bases shall be able to accept photoelectric, ionization or heat detectors.

2.6 SMOKE DETECTORS-PHOTOELECTRIC

- A. Furnish and install where indicated on the drawings, intelligent analog smoke detectors
 - Manufacturers:
 - a. System Sensor, no exception, equipped as follows:
 - . have an LED that flashed during normal operation;
 - ii. be self-adjusting for airborne contaminants;
 - iii. have clear, distinct visual alarm indication;
 - iv. be programmed to have alarm verification.

2.7 DUCT DETECTORS-PHOTOELECTRIC

- A. Furnish and install where indicated on the drawings, intelligent analog smoke detectors
 - 1. Manufacturers:
 - System Sensor, no exception. Detectors shall be campus standard System Sensor equipped as follows:
 - i. have clear, distinct visual power and alarm indications;
 - ii. be programmed to have alarm verification;
 - iii. if mounted where not readily accessible or not within normal view, have extended visual indicators and capability of re-setting the duct detector.

2.8 HEAT DETECTORS, INTELLIGENT RATE COMPENSATED

- A. Furnish and install where indicated on the drawings, intelligent analog smoke detectors
 - 1. Manufacturers:
 - a. System Sensor, no exception. Detectors shall be campus standard System Sensor equipped as follows:
 - i. shall be of the dual element, self-restoring type;
 - ii. have a flashing LED for normal operation;
 - iii. have clear, distinct alarm visual indication.
 - 2. The detectors furnished shall have a listed spacing for coverage up to 2,500 square feet for use in environments as covered by Factory Mutual and UL (UQGS) and shall be installed according to the requirements of NFPA 72E for open area coverage.

2.9 MANUAL STATIONS, INTELLIGENT

- A. Provide single action intelligent manual stations where shown on the drawings, to be flush or surface mounted as required.
 - 1. Shall be high impact plastic, red in color.
 - 2. Provide a clear indication when activated.
 - 3. Station shall be equipped with terminal strip and pressure style screw terminals for the connection of field wiring.
 - 4. The manual stations shall be addressable and identifiable by the master fire alarm control panel. Address assignments shall be set electronically and reside within the station in non-volatile memory. Devices using rotary switches, pins, jumpers or staples are not acceptable.
 - 5. Surface mounted stations where indicated on the drawings shall be mounted using a manufacturer's prescribed matching baked red enamel outlet box.

2.10 MAGNETIC HOLD OPEN DEVICE

A. Provide 120VAC magnetic hold open devices where indicated in architectural door hardware specification and where required by Code. Devices shall close on an alarm.

2.11 INTELLIGENT SYSTEM INTERFACE MODULE

- A. Furnish and install, for the monitoring of contact type initiation devices and for the control of electrical devices where required, intelligent analog signaling circuit interface module. Modules shall be supplied to meet the project requirements as follows:
 - 1. A single circuit intelligent signaling circuit interface module for monitoring alarm, trouble, supervisory security or status contact type devices.
 - 2. Unit as above with form C software programmable control contacts for the management of specified electrical loads as required by this specification.
- B. The module shall be addressed, tested and programmed prior to installation using a UL listed programmer/tester.
- C. The module shall be suitable for two wire, two way communications on the intelligent analog signaling circuit. The module shall display a steady LED for each circuit, in the normal power or standby power condition, when in the alarm state or during control circuit activation.
- D. Modules shall incorporate triple technology microprocessor chips including analog, digital and EEROM technologies on the single device. Address assignments shall be set electronically and devices requiring dip switches, rotary switches, staples or jumpers are not acceptable.

2.12 FIRE SPRINKLER SYSTEM DETECTION AND SUPERVISION

- A. Furnish sensors for installation by the fire sprinkler system contractor and provide system interconnection for the following functions. See plumbing plans for requirements.
 - Waterflow switches, vane type, with adjustable pneumatic retard of 0 75 seconds, single pole double throw switch calibrated for actuation when flow rate equals 10 GPM or greater.
 - 2. Outside screw and yoke valve supervisory switches in sizes as required for monitoring valves as indicated on the drawings. The single pole double throw supervisory switch shall activate an off normal report within one half turn of the valve.

2.13 INTELLIGENT SUPERVISED CONTROL MODULE

- A. Furnish and install for the control of supervised relays, contactors, audible signal circuits, visual signal circuits, distributed speaker circuits and two way fire fighters communication circuits, intelligent supervisory and control modules including features as follows:
 - 1. The modules shall be suitable for two wire operation and communications on intelligent analog alarm detection loops. Address assignments shall be accomplished electronically. Devices requiring dip switches, rotary switches, staples and/or jumpers are not acceptable.
 - 2. The module shall display a steady LED in the normal power or standby power condition, when in the activated state.
 - 3. The module shall be suitable for semi-flush or surface mounting in a 2" deep, 4" square or double gang electrical outlet box having a depth of 3 1/2".
- B. Modules shall be available to supervise reverse polarity supervised indicating circuits utilizing 24VDC, two way supervised fireman's communication circuits or audio circuits utilizing 25VRMS or 70.7VRMS. It shall be possible to configure the module for control of motor contactors and AC voltages to 115VAC.
 - 1. All connected field wiring shall be supervised for opens, short circuits and grounded circuits.
 - All controlled circuits shall be power limited at 1.5A, produced by self restoring thermal components. Units requiring circuit replacement for restoration of outputs are not acceptable.
 - a. Signal outputs shall be supported in either Style "Y" or Style "Z" configuration.
 - b. The module shall report a trouble condition in the event of loss of the 24VDC signal operating supply voltage.

2.14 EVACUATION SIGNALS

- A. Speakers: Shall be of the polarized 24-Vdc type. Speaker shall be UL listed for fire alarm voice evacuation use. Speakers shall be designed to be mounted on a wall, ceiling or other suitable rigid surface and shall be capable of being surface, semi flush, or flush mounted. Speakers shall be multi-tap. Settings shall be 1/16, 1/8, 1/4, 1/2, 1, 2 or 4 watts.
- B. Strobe Light: ADA visual notification appliances shall be compromised of a xenon flashtube and be entirely solid state. These devices shall be UL listed and be capable of either ceiling or wall mounting. Provide a unit that is ADA compliant with an output no less than 15 candela. The Lexan lens shall be pyramidal in shape to allow better visibility. Provide a red lens on selected strobes where indicated on plans. Strobe light candela ratings have been shown on the plans. However, contractor is responsible for sizing strobes per NFPA 72 based on room size and device location. Units shall be installed 80" above finished floor. All strobes within the same line of site shall be synchronized. Candela ratings have been shown on the plans. These ratings shall be verified based on the room size and NFPA requirements. Where there are discrepancies The NFPA requirements for candela rating shall take precedence over the values shown on the plans. Provide multi-tap strobes to allow for a full range of candela settings. Settings shall be 15/75, 30/75, 75 or 110 candela. Circuits for strobes shall allow for capacity to increase strobe intensities one

- setting for all strobes. Provide spare devices equal to 1% of the total number of new devices provided for this project.
- C. Speaker/Strobe combination: Standard, ADA Audio/Visual units shall provide a common enclosure for the fire alarm audible and visual alarm devices. The housing shall be designed to accommodate either horns, bells, chimes or speakers. The unit shall be complete with a tamper resistant, Pyramidal shaped lexan lens with Fire lettering visible from a 180-degree field of view. The front panel or bezel that is constructed of UL Listed Noryl, may be inverted so that the lens is below the audible device. Integral Xenon strobe shall provide 8000 peak candlepower and be adjustable from 1 to 3 flashes per second. Provide a unit approved for ADA compliance. Strobe shall be multi-tap type to allow for a full range of candela settings as indicated in paragraph G. Xenon strobe shall provide 4-wire connection to insure properly supervised in/out system connection. Unit shall be complete with all mounting hardware including backbox. Audio/visual unit shall be UL listed for its intended purpose. Speaker shall be multi-tap type to allow for different audio settings as indicated in paragraph F. Provide spare devices equal to 1% of the total number of new devices provided for this project.
- D. The evacuation signals shall be available in flush, semi-flush, or surface versions as required for signal locations shown on the contract documents. Signals shall be mounted using a listed outlet box, and as required, tile bridges. Signals shall be available in visual only and combination to satisfy all required project applications. Visual only and combination audio/visual alarms shall be white with red "FIRE" lettering.

2.15 SECURITY INTERFACE TERMINAL BOX

- A. The interface terminal box shall be a lockable continuous hinge cover NEMA Type 4 enclosure. The cover of the enclosure shall be labeled to identify it's function.
- B. Dual screw barrier type terminal strips shall be provided within the interface terminal box. Terminals shall be provided for each interface output from the fire alarm system and the manual unlock keyswitch. All terminals shall be labeled to identify their function.
- C. The output contacts from the fire alarm system shall be rated for 1A at 120V.

PART 3 - EXECUTION

3.1 DESIGN AND INSTALLATION DRAWINGS

- A. Show a general layout of the complete system including equipment arrangement. It shall be the responsibility of the fire alarm contractor to verify dimensions and assure compatibility with all other systems interfacing with the fire alarm system.
 - Identify on the drawings, conduit and conductor sizes and types with number of conductors in each conduit. Provide each conduit and device with a unique identification. For addressable alarm initiation devices, the system identifier shall be the system address for that device. Signals shall be sequentially numbered as the address of the controlling module.
 - 2. Indicate on the point to point wiring diagrams, interconnecting wiring within the panel between modules, and connecting wiring to the field device terminals.
 - 3. Provide mounting details of FACP and other boxes to building structure, showing fastener type, sizes, material and embedded depth where applicable.

3.2 INSTALLATION

- A. Perform work in accordance with the requirements of NEC, NFPA 70, and NFPA 72.
- B. Fasten equipment to structural members of building or metal supports attached to structure, or to concrete surfaces.
 - 1. Use clamping devices for attaching to structural steel, or when clamping is impractical, obtain written authority to weld or to drill.
 - 2. Fasten equipment to concrete or masonry with expansion anchors.
 - 3. Fasten equipment to drywall by screws into studs, and to metal wall panels by weld studs, bolts or self-taping metal screws.
 - 4. Do not install conduit raceways and boxes in positions that interfere with the work of other trades.
 - 5. Attach nameplates on panels or other components as specified.

3.3 CONDUIT

A. All wiring shall be installed in conduit, minimum ¾" EMT. Plenum rated cable with J-hooks may be used above ceilings.

3.4 BOXES, ENCLOSURES AND WIRING DEVICES

- A. Boxes shall be installed plumb and firmly in position.
 - 1. Extension rings with blank covers shall be installed on junction boxes where required.
 - 2. Junction boxes served by concealed conduit shall be flush mounted
 - 3. Upon initial installation, all wiring outlets, junction, pull and outlet boxes shall have dust covers installed. Dust covers shall not be removed until wiring installation when permanent dust covers or devices are installed.
 - 4. "Fire alarm system" decal or silk-screened label shall be applied to all junction box covers. All boxes shall be red.

3.5 CONDUCTORS

- A. Each conductor shall be identified as shown on the shop drawings with wire markers at every splice and terminal point. Attach permanent wire markers within 2 inches of each wire termination. Marker legends shall be visible.
 - 1. All wiring shall be supplied and installed in compliance with the requirements of the National Electric Code, NFPA 70, Article 760, and that of the manufacturer.
 - 2. Wiring for analog loop circuits and speaker circuits shall be 18 AWG twisted. Wiring for strobe circuits shall be a minimum 14 AWG.
 - 3. Splices shall be made using solderless connectors. All connectors shall be installed in conformance with the manufacturer's recommendations.
 - 4. Crimp-on type spade lugs shall be used for terminations of stranded conductors to binder screw or stud type terminals. Spade lugs shall have upset legs and insulation sleeves sized for the conductors.
- B. Permanently label or mark each conductor at both ends with permanent alphanumeric wire markers.

C. Provide Type CI, 2 hour rated circuit integrity cable for riser wiring and wherever else required per code.

3.6 CERTIFICATE OF COMPLIANCE

A. Complete and submit to the Owner in accordance with NFPA 72.

3.7 FIELD QUALITY CONTROL

A. Testing, General.

- All intelligent analog devices shall be tested and logged for correct address and sensitivity using test equipment specifically designed for that purpose. These devices and their bases shall be tagged with adhesive tags located in an area not visible when installed, showing the system address, initials of the installing technician and date.
- 2. Wiring runs shall be tested for continuity, short circuits and grounds before system is energized. Resistance, current and voltage readings shall be made as work progresses.
 - a. A systematic record shall be maintained of all readings using schedules or charts of tests and measurements. Areas shall be provided on the logging form for readings, dates and witnesses.
 - b. The acceptance inspector shall be notified before the start of the required tests. All items found at variance with the drawings or this specification during testing or inspection by the acceptance inspector, shall be corrected.
 - c. Test reports shall be delivered to the acceptance inspector as completed.
- 3. All test equipment, instruments, tools and labor required to conduct the system tests shall be made available by the installing contractor. The following equipment shall be a minimum for conducting the tests:
 - a. Ladders and scaffolds as required to access all installed equipment.
 - b. Multimeter for reading voltage, current and resistance.
 - c. Intelligent device programmer/tester.
 - d. Laptop computer with programming software for any required program revisions.
 - e. Two way radios, flashlights, smoke generation devices and supplies.
 - f. Spare printer paper.
 - g. A manufacturer recommended device for measuring air flow through air duct smoke detector sampling assemblies.
 - h. Decibel meter.
- 4. In addition to the testing specified to be performed by the installing contractor, the installation shall be subject to test by the acceptance inspector.
- 5. System wiring: fire alarm circuits shall be tested for continuity, grounds, and short circuits.

B. Acceptancetesting.

 A written acceptance test procedure (ATP) for testing the fire alarm system components and installation will be prepared by the Acceptance Inspector in accordance with NFPA 72, and this specification. The contractor shall be responsible for the performance of the ATP, demonstrating the function of the system and verifying the correct operation of all system components, circuits, and programming.

- 2. A program matrix shall be prepared by the installing contractor referencing each alarm input to every output function affected as a result of an alarm condition on that input. In the case of outputs programmed using more complex logic functions involving "any", "or", "not", "count", "time", and "timer" statements; the complete output equation shall be referenced in the matrix.
- 3. A complete listing of all device labels for alpha numeric annunciator displays and logging printers shall be prepared by the installing contractor prior to the ATP.
- 4. The acceptance inspector shall use the system record drawings in combination with the documents specified under Paragraph 3.1 during the testing procedure to verify operation as programmed. In conducting the ATP, the acceptance inspector shall request demonstration of any or all input and output functions. The items tested shall include but not be limited to the following:
 - a. System wiring shall be tested to demonstrate correct system response and correct subsequent system operation in the event of:
 - 1) Open, shorted and grounded intelligent analog signaling circuit.
 - 2) Open, shorted and grounded network signaling circuit.
 - 3) Open, shorted and grounded conventional zone circuits.
 - 4) Open, shorted and grounded speaker, telephone circuits.
 - 5) Intelligent device removal.
 - 6) Primary power or battery disconnected.
 - 7) Incorrect device at address.
 - 8) Printer trouble, off line or out of paper.
 - b. System evacuation alarm indicating appliances shall be demonstrated as follows:
 - 1) All alarm notification appliances actuate as programmed
 - 2) Audibility and visibility at required levels.
 - c. System indications shall be demonstrated as follows:
 - 1) Correct message display for each alarm input at the control panel, each remote alphanumeric display and each CRT terminal.
 - 2) Correct annunciator light for each alarm input at each annunciator and color graphic terminal as shown on the drawings.
 - 3) Correct printer logging for all system activity.
 - d. Secondary power capabilities shall be demonstrated as follows:
 - System primary power shall be disconnected for a period of time as specified herein. At the end of that period, an alarm condition shall be created and the system shall perform as specified for a period as specified.
 - 2) System primary power shall be restored for forty-eight hours and system charging current shall be normal trickle charge for a fully charged battery bank.
 - System battery voltages and charging currents shall be checked at the fire alarm control panel using the test codes and displayed on the LCD display.
- 5. In the event of system failure to perform as specified and programmed during the ATP procedure, at the discretion of the acceptance inspector, the test shall be terminated.
 - a. The installing contractor shall retest the system, correcting all deficiencies and providing test documentation to the acceptance inspector.

- b. In the event that software changes are required during the ATP, a utility program shall be furnished by the system manufacturer to compare the edited program with the original. This utility shall yield a printed list of the changes and all system functions, inputs and outputs effected by the changes. The items listed by this program shall be the minimum acceptable to be retested before calling for resumption of the ATP. The printed list and the printer log of the retesting shall be submitted before scheduling of the ATP.
- c. The acceptance inspector may elect to require the complete ATP to be performed again if, in his opinion, modifications to the system hardware or software warrant complete re-testing.

3.8 DOCUMENTATION

- A. System documentation shall be furnished to the owner and shall include but not be limited to the following:
 - 1. System record drawings and wiring details including one set of reproducible masters and drawings on 3-1/2 inch floppy disks or CD ROM in a DXF format suitable for use in a CAD drafting program.
 - 2. System operation, installation and maintenance manuals
 - 3. Written documentation for all logic modules as programmed for system operation with a matrix showing interaction of all input signals with output commands.
 - 4. Documentation of system voltage, current and resistance readings taken during the installation, testing and ATP phases of the system installation.
 - 5. System program showing system functions, controls and labeling of equipment and devices. Also provide a 3.5" floppy or CD ROM diskette with system file.

3.9 TESTEQUIPMENT

- A. Refer to Division 01 91 13 for General commissioning requirements.
- B. The Contractor shall furnish all test equipment as required to program devices and test the system, specifically an intelligent device tester and programmer.

3.10 INTERFACE TERMINAL BOX

- A. The fire alarm system contractor shall install the interface terminal box at the main fire alarm control panel in a readily accessible location no more than 8'-0" A.F.F.
- B. The fire alarm contractor shall wire from the fire alarm system to the interface terminal box
- C. The security contractor shall wire from the security system to the interface terminal box.

3.11 INTERFACE CONDUIT, POWER AND WIRING

- A. The fire alarm contractor shall provide all conduit, power and wiring required for the installation of the terminal box, manual unlock switch and interfacing to the fire alarm system. All wiring shall be UL listed for the fire alarm applications.
- B. The security contractor shall provide all wiring from the interface terminal box to the security system. All wiring shall be UL listed for fire alarm applications.

3.12 WARRANTY AND SERVICES

- A. The contractor shall warrant the entire system against mechanical and electrical defects for a period of 18 months. This period shall begin upon completed certification and test of the system.
- B. During the warranty period, the fire alarm system subcontractor or manufacturer shall provide at no additional charge the inspection, parts, maintenance, testing and repair in full compliance with the requirements of NFPA 72.
- C. The installation contractor shall furnish training as follows for a minimum of four employees of the system user:
 - 1. Training in the receipt, handling and acknowledgement of alarms.
 - 2. Training in the system operation including manual control of output functions from the system control panel.
 - 3. Training in the testing of the system including logging of detector sensitivity, field test of devices and response to common troubles.
 - 4. The total training requirement shall be a minimum of 6 hours but shall be sufficient to cover all items specified.

END OF SECTION

SECTION 283111 - UNIVERSITY OF NORTH TEXAS SYSTEM FIRE ALARM SYSTEM (ECS)

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The requirements of Division 1, General Requirements and other provisions of the contract documents apply to this work.
- B. The fire alarm system shall be an integrated fire detection and emergency voice evacuation system (ECS). The system shall be a U.L listed, modular, low voltage system with multiple communications features; capable of supporting intelligent addressable devices, analog detection devices and communicating over high speed data networks.
 - 1. The fire alarm system shall be designed, installed, programmed, tested and delivered in full operating condition.
 - 2. The system shall include all required hardware, raceways, wiring and software to accomplish the requirements of these specification.
 - 3. All equipment shall be new and the latest state of the art products provided by the manufacturer.

C. Manufacturer:

- 1. NOTIFIER® by Honeywell (see Section 2.1), no exceptions, for the following:
 - a. Fire Alarm Control Panel (FACP);
 - b. Fire Alarm Remote Annunciator Panels (FAAP);
 - c. Remote Power Supplies;
 - d. Smoke, Heat & Duct Detectors;
 - e. Relay, Control & Monitor Modules;
 - f. Manual Pull Stations;
 - g. Amplifiers.
- 2. System Sensor®, no exceptions, for the following:
 - a. Speakers:
 - b. Strobes.

1.2 MATERIALS AND SERVICES

- A. The system shall include, but not be limited to the following elements:
 - 1. All fire detection, voice/audio and visual evacuation alarm control modules, supervised power amplifiers with the required back up modules.
 - 2. Circuit interface panels including all modules.
 - 3. Power supplies, batteries and battery chargers.
 - 4. Pre-amplifiers, amplifiers, and tone generators.
 - 5. Equipment enclosures.
 - 6. Intelligent, addressable manual pull stations, heat detectors, alarm monitoring modules, supervised control modules, and analog smoke detectors.
 - 7. Voice, Audible and Visual evacuation signaling devices.
 - 8. Color graphic displays and historical archiving.
 - 9. Software and programming as required to provide a complete functioning system.
 - 12. Wiring and raceway.
 - 13. Installation, testing, certification and training.

- 14. Monitor and Control modules for interface with electrical, mechanical, fire sprinkler, kitchen fire suppression, CO monitors, elevator and security equipment systems (see plans for coordination of those systems with the fire alarm system design and equipment).
- 15. Connection to MDF room for remote monitoring by the UNT Fire Systems Group.
- 16. Remote annunciator panels at each building entrance door or as required by the UNTS Fire Marshal or UNTS AHJ.

1.3 REFERENCE STANDARDS

- A. The publications listed below form a part of this publication to the extent referenced. The publications are referenced in the text by the basic designation only. The latest version of each listed publication shall be used as a guide unless the authority having jurisdiction has adopted an earlier version.
 - 1. Texas Department of Insurance (TDI) State Fire Marshal's Office;
 - 2. National Fire Protection Association (NFPA):
 - NFPA 72 Standard for the Installation, Maintenance and use of Protective Signaling Systems;
 - b. NFPA 13 Standard for the Installation of Sprinkler Systems;
 - c. NFPA 70 National Electrical Code;
 - d. NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems'
 - e. NFPA 101 Life Safety Code.
 - 3. Texas Insurance Code Chapter 6002, Fire Detection and Alarm Device Installation;
 - 4. 28 TAC §§ 34.600 The Fire Alarm Rules:
 - 5. Underwriter's Laboratories, Inc. (UL);
 - Texas Accessibility Standards (TAS);
 - 7. UNTS Specifications.

1.4 QUALIFICATIONS OF THE INSTALLER

- A. The installing contractor shall specialize in the design and installation of fire alarm systems. The firm shall have a minimum of three years of verifiable commercial fire alarm system design and installation experience.
- B. State License. The firm shall be registered as a fire alarm contractor (Alarm Certificate of Registration (ACR) with the Texas State Board of Insurance Underwriters (TDI) and have in its employ, a Fire Alarm Planning Superintendent (APS), licensed by the Texas State Board of Insurance Underwriters (TDI); and Fire Alarm Technician(s) (FAL), licensed by the Texas State Board of Insurance Underwriters (TDI). The firm shall also be an authorized NOTIFIER agent.
- E. Installer Qualifications: Installer(s) must be Fire Alarm Technician (FAL), licensed by the Texas State Board of Insurance Underwriters (TDI), and be a certified NOTIFIER equipment technician.
- F. Insurance: The installing firm shall carry liability insurance in the amount and manner specified by the Texas State Board of Insurance Underwriters (TDI) to install fire alarm systems.
- G. All fire alarm panel, ONYXWorks® and their associated programming shall be done by a NOTIFIER® certified technician.

H. Before commencing work, the installing contractor shall submit data showing that the contractor has successfully installed fire alarm systems of the same type and design as specified, or that they have a firm contractual agreement with a state licensing subcontractor having the above required manufacturer's training and experience. The contractor shall include the names and locations of at least two installations where the contractor, or the subcontractor above, has installed such systems. Specify the type and design for each system and furnish documentation that the systems have performed satisfactorily for the preceding 18 months.

1.5 SUBMITTALS

- A. The contracting firm shall submit copies of its Texas Department of Insurance (TDI) Fire Alarm Contractor Registration (ACR), Fire Alarm Planning Superintendent License (APS) and the required TDI's Liability Insurance Certificate, signed by a Texas Insurance Agent.
- B. The contractor shall include the following information in the equipment submittal:
 - 1. Power calculations.
 - a. Battery capacity calculations. Batteries shall be sized at least 150% of the calculated requirement.
 - b. Supervisory power requirements for all equipment.
 - c. Alarm power requirements for all equipment.
 - d. Power supply rating justification showing power requirements for each of the system power supplies. Power supplies shall be sized to furnish the total connected load in a worst case condition.
 - e. Justification showing power requirements of the system amplifiers.
 - f. Voltage drop calculations for wiring runs demonstrating worst case condition.
 - 2. Complete manufacturer's catalog data including supervisory power usage, alarm power usage, physical dimensions, finish and mounting requirements.
 - 3. Data describing more than one type of item shall be clearly marked to indicate the type the contractor intends to provide for options not crossed out in submittal material will be furnished for the project. All submittal material shall be complete. Partial submittals will not be evaluated and will be rejected without comment.
 - 4. Submit panel configuration and interconnection of modules and all other data as required to make an informed judgment regarding product coverage and performance. At a minimum, data shall be submitted on the following:
 - a. Master system CPU including all fire detection, voice/audio and visual evacuation alarm control modules, and supervised power amplifiers with the required back up modules.
 - b. Circuit interface panels including all modules.
 - c. Power supplies, batteries and battery chargers.
 - d. Pre-amplifiers, amplifiers, tone generators, master microphone and master telephone.
 - e. Equipment enclosures, including dimensions and weights of completed units.
 - f. Intelligent addressable manual pull stations, heat detectors, analog smoke detectors, alarm monitoring modules, and supervised control modules.
 - g. Annunciator panels.
 - h. Audible and visual evacuation signals and devices.

- i. Software and firmware as required to provide a complete functioning system.
- j. Circuiting, including conduit and wire sizes.
- k. All interface and connection with ONYXWorks remote terminals UNTPD and Fire Systems Offices.
- C. Complete drawings covering the following shall be submitted by the contractor for the proposed system:
 - 1. Floor plans showing all communicating, initiating, supervisory, indicating appliances, and output control devices; including circuit interface panels, message digitizers, amplifiers, annunciators, video display terminals, color graphic displays, transponders and the main CPU locations. Raceways shall be shown, marked for size, conductor count with type and size, showing the percentage of allowable National Electric Code fill used. Drawings shall indicate ambient sound levels used by the system installer for sound level calculations.
 - a. The FACP, FAAP, remote power supplies, electronic control boards and batteries shall be installed in rooms or locations where relative humidity is maintained at less than 90% and temperature is maintained between 60° - 80° F.
 - 2. Wiring diagrams showing points of connection and terminals used for all electrical connections to the system devices and panels.
- D. A complete proposed system database including a description of all logic strings, control by event programming and point identification labels on a CD ROM and in a formatted printed form, as required for offsite editing, uploading and downloading shall be submitted for evaluation by the owner. A programming manual shall accompany the submitted program and shall be adequate to allow understanding, operation and editing by the system owner.
- E. For use in system test, a complete operation and maintenance manual with two sets of proposed installation drawings shall be submitted.
 - 1. The following information shall be inscribed on the cover:
 - a. "OPERATION AND MAINTENANCE MANUAL"
 - b. Building name and address.
 - c. The name of the fire alarm firm/contractor, Alarm Planning Superintendent and alarm system manufacturer.
 - 2. The manual shall be legible and easily read with a full size copy of record drawings folded and contained in pockets. Included in the manual shall installed equipment details, circuit drawings, wiring and control diagrams and data to explain detailed operation and control of each item of equipment and a control sequence describing start up instructions. Included shall be installation instructions, maintenance instructions, safety precautions, test procedures, performance data, and software documentation.
- F. Upon completion of the installation, record drawings shall be submitted on each system before final acceptance of the work. In addition to the records drawing master, the contractor shall furnish to the Owner two sets of record drawings including system diagrams for each system. The record drawings masters shall be high quality for legibility and reproduction and on high density CD ROM in an AutoCAD DXF format.

1.7 SYSTEM FUNCTION

- A. The system shall be a complete, electrically supervised multiplex style fire detection and voice evacuation system with intelligent analog alarm initiation, to be device addressable and annunciated as described and shown on the drawings.
 - Devices attached to the signaling circuit shall be individually identifiable at the control panel for alarm and trouble indication. Smoke detectors shall be interrogated for sensitivity settings from the control panel, logged for sensitivity changes indicating the requirement for cleaning, and tested by a single technician using the panel field test routine.
 - 2. Sensitivity settings of individual detectors shall be automatically or manually adjustable from the control panel to reduce the incidence of false alarms caused by environmental conditions.
 - 3. The system shall support intelligent analog smoke detection, manual station, water flow, supervisory, security, and status monitoring devices. Fire alarm, supervisory, trouble, security and status shall each be treated as a separate level of alarm, each with its own level of priority. The system shall also support amplifiers, voice/visual circuits, telephone system and smoke control fans and dampers.
 - 4. The panel shall be UL listed as a test instrument for the measurement and logging of the sensitivity of connected intelligent analog ionization and photoelectric smoke detectors connected to the control panel or any remote circuit interface panel to comply with the bi-annual sensitivity logging requirements of NFPA 72.
 - a. The measurements shall be discrete voltage readings, accurate to .01 VDC. The readings shall be dynamic, providing a constant display of voltage shifts of the device being tested when in the sensitivity voltage list mode.
 - b. The control panel shall provide a display of these sensitivity measurements. An output shall be provided, together with a Windows XP based utility program to allow the data acquired in the sensitivity testing mode to be downloaded into a laptop computer and utilized in a data base program to formulate a complete system history or be printed as a permanent record of the required sensitivity testing.
 - Light refraction style smoke detector shall be capable of self-adjustment to c. compensate for the accumulation of contaminates that would change the detector sensitivity in either a more or less sensitive direction. This adjustment shall keep the relationship between the sensing chamber voltage and the programmed alarm threshold voltage constant to prevent false indications or failure to alarm in the presence of smoke. Data contained in a memory bank on each detector so programmed, shall maintain an average of the chamber voltage in determining the threshold setting for the device. The threshold setting installed in memory within each device shall maintain programmed operation in all cases, including default and default alarm modes. All devices programmed with this feature shall be automatically tested by the control panel once every twenty four hours to assure their ability to detect and report an alarm condition. This test shall be done as a background routine and shall remain transparent to the user. In the event of a test failure, the control panel shall report a trouble message for the failed device.
 - 5. The system shall annunciate a pre-clean trouble condition when any smoke detector reaches 80% of the allowable threshold movement within the prescribed

UL window due to gradual contamination, signaling the need for service, and eliminating unwanted alarms. Upon reaching 100% of the allowable movement, a second "Detector Dirty" message with a trouble condition shall be displayed.

- a. The trouble report shall annunciate the specific location of the smoke detector requiring service. All analog smoke detectors installed in the system shall include this feature.
- b. Upon completion of the cleaning of the device, the system shall reestablish the average chamber voltage file, determining if the detector sensitivity falls within the required window, and display a "Detector Cleaned" message. The detector cleaning shall be logged to the system history file.
- 6. Any intelligent analog smoke detector shall include a selectable alarm verification capability. This feature shall provide automatic verification of smoke detector alarms as described by NFPA 72. The system shall have the capability of logging to historical memory, the time and date of all unverified alarm events in order to track activity and generate reports indicating maintenance requirements prior to failures within the system.
- 7. All external circuits shall be listed as power limited circuits per the National Electric Code. Power limitation shall be provided using on board, self-restoring solid state thermal devices. Units using fuses or manually restorable circuit breakers for this purpose or requiring board replacement or exchange will not be acceptable.
- 8. The system shall recognize initiating of an alarm and indicate the alarm condition in a degraded mode of operation, in the event of processor failure or the loss of system communications to the circuit interface panels.
 - a. Each circuit interface panel shall be capable of operation in its own degrade mode. In this mode, the system shall receive an alarm from any intelligent analog or conventional initiating device. It shall activate local indicating appliances and remote or auxiliary connect circuits.
 - b. The system shall indicate a trouble condition during degrade mode operation and shall give a visual indication of an alarm condition.
 - c. Detector operation in the degrade mode shall continue at the alarm threshold previously programmed. Systems returning detectors to a common default value in degrade mode shall not be acceptable.
- 8. The system shall provide a default operation program to allow reporting of alarms from installed devices before loading of custom system software.
- The system shall report alarms from installed devices but not yet added to the system custom program. Alarm reports from these devices shall activate indicating appliance circuits.
- 10. The system shall perform time based control functions including automatic changes of specified smoke detector sensitivity settings. Time based functions shall be controlled by specifying time periods or actual dates. It also shall provide the ability to control these functions on an exception basis using a holiday schedule.
- 11. The system shall provide a one person field test initiated from the control panel of either the complete system or a specified area supported from either the master control panel or any remote circuit interface panel, maintaining full function of areas not under test.

- a. Field test shall be usable in a silent or audible mode. When in the audible mode, the signals shall audibly annunciate alarms, troubles and device types, each in a way identifiable by the testing technician.
- b. All field test activity shall be logged to the system historical memory. It shall be possible to download historic memory to a data base program prior to, and subsequent to the walk test in order to establish a continuous system history.
- 12. The system shall be provided with eight levels of password protection with up to forty passwords. In addition the system shall provide for up to sixty four password protected sublevels protecting functions or groups of functions under operator control. Passwords and functions shall be field programmable.
- 13. The system shall be programmed in the field via a laptop computer. All programmed information shall be stored in nonvolatile memory after loading into the control panel. No special programming terminal or prom burning shall be required and the system shall continue in service during reprogramming. Systems requiring on line terminal programming or not capable of mass reading of panel software for offsite documentation or editing will not be considered acceptable.
 - a. During program reading or loading, the system shall retain the capability for alarm reporting.
 - b. The system shall read to a PC for program editing. System program shall be stored on a CD ROM and all programming shall be multilevel password protected.
 - c. A U.L. recognized programming utility shall be furnished to compare all altered functions, and input or output addresses, listing all related functions, inputs and output addresses that are effected by the program changes. These items shall constitute a minimum for required certification re-testing of the system in addition to the system device percentage mandated by the codes. Systems not providing this utility shall not be acceptable due to the expense related to complete re- testing for re-certification after program changes. The system shall consist of a central or distributed multiplex architecture using a centrally located control unit with interconnection to remote circuit interface panels containing any combination of pluggable intelligent analog signaling circuits and plug in relays.
 - d. The remote circuit interface panels shall as a minimum, provide a power supply, microprocessor controlled bus structure, battery and automatic charger, and communication link to the main CPU through a high speed network.
 - The high speed communications network shall support the use of fiber optics transmission techniques for the elimination of all electrostatic and electromagnetic induced electrical interference configured as a star loop.
- G. The network communications format shall include error checking of the installation location of each module address to verify the agreement between programmed software and installed hardware as a protection against card installation in incorrect plug in slots. Module printed circuit cards shall be configured within each cabinet to physically prevent the installation of a card in an incorrect slot in that cabinet.
 - 1. The system shall provide status indicators and control switches for all of the following functions:

- a. Audible and visual evacuation alarm circuit zone control.
- b. Status indicators for sprinkling system water flow and valve supervisory devices.

1.8 SYSTEM ZONING

A. Each intelligent addressable device on the system shall be displayed at the fire alarm control panel by a unique alpha numeric label and room number identifying its location.

1.9 SYSTEM OPERATION

- A. Activation of any fire alarm initiating device shall cause the following actions and indications, unless otherwise noted below:
 - 1. General alarm sounds on all floors;
 - a. Visual notification devices activated:
 - b. Voice annunciation message is activated;
 - 2. FACP sends notification to the central monitoring station (UNTPD);
 - 3. Fire doors and smoke doors close on all floors;
 - 4. All central air handling units shut down;
 - 5. Central exhaust fans shall continue operation;
 - 6. All smoke dampers close;
 - 7. All exit doors unlock;
 - 8. Stair pressurization or exhaust fans (if present) operate.
 - 9. Elevator recall shall be by initiating devices located in either the elevator lobbies, elevator shaft or elevator equipment room.
 - a. Activation of any alarm verified smoke detector in a single elevator lobby or an elevator equipment room shall cause the recall of that elevator or bank of elevators to the terminal floor and the lockout of controls. In the event of recall initiation by a detector in the terminal floor lobby, the recall shall be to the alternate floor. Activation of any heat detector in the elevator machine room/pit shall cause the fireman's hat in the elevator car(s) to flash.
 - 10. Smoke detectors inside residence hall dorm rooms shall be programmed to cause the following actions and indications:
 - a. If one dorm room smoke detector activates:
 - 1) SD shall sounds alarm in immediate room;
 - 2) Room SD activation sent to FACP;
 - 3) FACP sends notification to central monitoring station (UNTPD);
 - 4) FACP sounds SD activation signal at supervised panel and FAAP locations.
 - o. If two or more dorm rooms' smoke detectors activate:
 - 1) SDs sound alarm in all dorm rooms;
 - 2) SDs send activation notification to FACP;
 - 3) FACP sounds General Alarm on all floors and dorm rooms;
 - 4) FACP sends notification to the central monitoring station (UNTPD);
 - 5) Voice annunciation message is activated;
 - 6) FACP sends activation information to FAAP locations.
 - 11. Smoke Detectors inside Hall Directors', Faculty and Staff apartments shall be programmed to cause the following actions and indications:
 - a. If one or two smoke detector in the same apartment activate:
 - 1) All SDs in the same apartment shall alarm;

- 2) Apartment SD activation notification sent to FACP;
- 3) FACP sends notification to central monitoring station (UNTPD);
- 4) FACP sounds SD activation signal at supervised panel and FAAP locations.
- b. If more than two smoke detectors in the same apartment activate:
 - 1) FACP sounds General Alarm on all floors and dorm rooms;
 - 2) FACP sends notification to the central monitoring station (UNTPD);
 - 3) Voice annunciation message is activated;
 - 4) FACP sends activation information to FAAP locations.
- 12. Where building is a High-Rise Building or Patient Care Facility, coordinate fire alarm programming with UNTS Fire Marshal.
- 13. Activation of any single air duct detector shall shut down that air handler unit and send a supervisory signal to the FACP & FAAP.
- 14. Activation of any supervisory circuit; i.e., supervised valve closure, air pressure abnormal, low temperature, fire pump trouble, duct detector SD, etc., shall cause the following actions and indications:
 - a. Display the origin of the supervisory condition report at the FACP and FAAP alpha numeric LCD display.
 - b. Activate supervisory audible and visual signals at the FACP and FAAP. Audible signals shall be silenced from the fire alarm control panel by an alarm acknowledge switch. The supervisory indication shall be transferred to a visual indicator on the control panel and the supervisory signals shall resound for a subsequent supervisory condition, reported by a different device.
 - c. FACP shall send a supervisory notification to the central monitoring station (UNTPD).
 - d. Record within the system history the occurrence of the event, the time of occurrence and the device initiating the event.

B. The FACP shall:

- 1. Display a custom message, describing the device originating the alarm condition at the main fire alarm control panel and remote annunciators;
- 2. Report to the UNT Police Department via dialer. Two telephone lines shall be provided. Coordinate requirements with UNT and telecom plans.
- Sound an alarm tone for a maximum of five seconds followed by an automatic digital voice message over all alarm circuits. At the end of the voice message, the alarm tone shall resume. The audio alarm signals shall sound alternately until the signal silence switch is operated.
 - a. All audio operations (speaker circuit selection and alarm tone/voice messages and timing variations) shall be activated by the system software, so that future changes can be implemented without rewiring or hardware additions. Audible signals shall be silenceable from the fire alarm control panel by an alarm silence switch. The alarm indication shall be transferred to a visual indicator on the control panel and the alarm signals shall resound for a subsequent alarm condition, reported by a different device. Visual signals shall be programmable to flash until system reset or alarm silencing, as required.
 - b. A signal dedicated to sprinkler system water flow alarm shall not be silenced while the sprinkler system is flowing at a rate of flow greater than or equal to a single head.

- c. Status lights next to speaker selection switches on the control panel shall indicate which message each speaker circuit is distributing.
- d. Provisions for total building paging shall be accomplished by an "All Page Switch".
- 4. Record within the non-volatile system historical memory, the occurrence of the event, the time and date of occurrence and the device initiating the event. In addition, all operator actions shall be logged to system history with time and date.
- C. Receipt of a trouble report; i.e., primary power loss, open or grounded initiating or signaling circuit wiring, open, grounded or shorted indication system wiring, device communication failure, battery disconnect at the fire alarm control panel shall cause the following actions and alarms.
 - 1. Display at the main fire alarm panel and remote annunciator alphanumeric LCD display, the origin of the trouble condition report.
 - 2. Activate trouble audible and visual signals at the FACP and FAAP.
 - a. Audible signals shall be silenced from the fire alarm control panel and remote annunciator by a trouble acknowledge switch. The trouble indication shall be transferred to a visual indicator on the control panel and the trouble signals shall resound for a subsequent trouble condition reported by a different device.
 - b. Trouble conditions which have been restored to normal shall be automatically removed from the trouble display queue and not require operator intervention. This feature shall be software selectable and shall not preclude the logging of trouble events to the historical file.
 - c. FACP shall send a supervisory notification to the central monitoring station (UNTPD).
 - 3. Record within system history, the occurrence of the event, the time of occurrence and the device initiating the event.

1.10 PROGRAMMING

- A. All fire alarm panel, ONYXWorks and associated programming shall be done by a NOTIFIER certified technician.
 - 1. The fire alarm contractor shall include creating the respective building's monitoring and control program in ONYXWorks.

1.11 SECURITY SYSTEM INTERFACE

- A. Automatic Unlock of Electric Locking Mechanisms.
 - 1. Power fail open security locking mechanisms shall automatically unlock upon a fire alarm condition.
 - To provide for automatic unlocking, the fire alarm contractor shall provide a
 normally closed auxiliary dry output contact from the fire alarm system. Upon a fire
 alarm condition, the contact shall open and the security system shall unlock the
 electric locking mechanisms. The contact shall remain open until the fire alarm
 system is manually reset.
- B. Manual Release of Electric Locking Mechanisms.
 - 1. Security electric locking mechanisms as indicated on the security plans shall be manually unlocked from a switch at the main fire alarm control panel.

- 2. To provide for manual unlocking, the fire alarm contractor shall provide a DPST switch in the main fire alarm control panel. Upon activation of the switch, a normally closed dry contact shall open and the security system shall unlock the electric locking mechanisms. The contact shall remain open until the switch is returned to the locked position.
- 3. The fire alarm contractor shall provide an additional normally closed dry contact from the switch for security system monitoring of the position status of the switch.
- C. Automatic Bypass of Card Reader Control of Elevators.
 - 1. The card reader control of elevators shall be automatically bypassed by the security system upon a fire alarm condition.
 - To provide for automatic bypass the fire alarm contractor shall provide a normally closed dry output contact from the fire alarm system. Upon a fire alarm condition the contact shall open and the security system shall bypass the card reader control of elevators. The contact shall remain open until the fire alarm system is manually reset.

D. Submittal.

- 1. Submit product specifications, fabrication shop drawing, and wiring diagrams for the following:
 - a. Dry Contacts
 - b. Interface terminal box
 - c. DPST Manual Switch

PART 2 - PRODUCTS

2.1 FIRE ALARM CONTROL PANEL

- A. FACP shall be campus standard NOTIFIER® NFS2-3030, <u>no exception</u>. In addition to its standard features, the FACP shall include:
 - a. CPU2-3030D Primary Display and power supply;
 - b. ONYXWorks® high speed network;
 - c. NOTIFIER® embedded gateway (NFN-GW-EM-3);
 - d. NOTIFIER® high speed network communications modules (HS-NCM-W);
 - e. Digital Voice Communication (DVC-EM);
 - f. DAA Series Digital Audio amplifiers;
 - g. UDACT-2 Digital Communicator
 - h. Liquid Crystal Display Annunciators (LCD-160)
- B. FAAP shall be NOTIFIER® LCD-160.
- C. The control panel shall be modular in construction and shall include, but not be limited to; the hardware, software and firmware required to perform the following major system functions:
 - Surface mounted steel cabinet with indicator viewing window, hinged door and cylinder lock, dead front construction with outer door open, and factory finished in baked black enamel.
 - System power supplies, including necessary transformers, rectifiers, regulators, filters and surge protection required for system operation, with the capacity to power the system in a worst case condition with all devices in alarm and all local indicating appliances active without exceeding the listed ratings. The system

- devices shall display normal and alarm conditions consistently whether operating from normal power or reserve (standby) power.
- 3. The integrated voice system shall operate up to three voice channels simultaneously; Evacuation, Alert and Auxiliary. Systems using a dedicated paging channel shall not be considered equal.
- 4. The integrated voice system shall utilize local and distributed amplification as required for optimum system performance, configuration and voice intelligibility.
- 5. The voice system amplifiers shall be capable of operating 25vrms and/or 70vrms speakers as required to optimize system performance. The amplifiers shall provide a minimum of 100 watts of power each. Amplifiers shall automatically transfer to battery when power fails or is disconnected. The amplifier shall have LED's indicating "AC power fail" and "Battery trouble". Sufficient amplifier power shall be provided to furnish a minimum average of 2 watts of power to all connected speakers on each channel, and in all spaces, provide the code mandated 15Dba above the prevailing equivalent sound level or 5Dba above the maximum sound level whichever is louder. Sound levels as specified by the NFPA 72 shall be furnished throughout. Amplifiers shall be protected by a backup amplifier capable of assuming the load of a failed amplifier automatically.
- 6. An audio control module shall be supplied as the master control module for all voice related functions. The audio control module shall communicate with the fire alarm master via high speed network communications lines.
 - a. A supervised tone generator capable of providing a variety of tones for use in the system shall be included within the capabilities of this module. Software configuration shall determine which tone the system uses. Minimum available signal configurations shall be:
 - 1) Slow Whoop.
 - 2) 900Hz Steady, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-4-4.
 - 3) Chime, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-4-4.
 - 4) Horn Steady, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-4-4.
 - 5) 2000Hz Steady, pulsed at 120 ppm, pulsed at 30 ppm, coded, temporal code 3, California code, zone code, or 4-44.
 - 6) Hi/Lo
 - 7) Wail.
 - A backup tone card shall be furnished for the audio control module.
- 7. The master microphone module shall be permanently mounted behind the locked access door, visible through the viewing window and provide firefighters with the means of issuing voice message instructions to specific audio zones, groups of zones or all zones. The microphone and the press-to- talk switch shall be supervised. This module shall contain a local speaker with volume control to monitor selected audio channels.
- 8. The amplifier supervision modules shall supervise the output of all amplifiers, providing automatic switching of backup amplifier output when required.
- 9. Manual control and annunciator modules shall be provided on the face of the control panel in quantities required by the system. Module circuit labels shall be

color coded to indicate speaker control, water flow indication and valve supervision.

- a. Furnish for the indication and control of all system speaker zones, modules comprised of eight software programmed switches, each capable of displaying status of the controlled zone via LED's capable of displaying three different colors in both the steady and flashing state to denote the active status circuit and indicate trouble. All switch activation and LED status indications shall be software mapped to any system functions desired. Systems requiring the use of multiple switches to activate groups of zones or functions shall not be acceptable.
 - 1) Speakers shall be located where indicated on plans.
 - Strobe visual signals shall operate in conjunction with the automatic activation of the speaker zones. Visual signals shall be programmable to remain activated until system reset or system acknowledgment, as required.
- b. Furnish for the display of fire sprinkler system status, annunciator modules comprised of eight software programmed switches, each capable of displaying status of the controlled zone via LED's capable of displaying three different colors in both the steady and flashing state to denote the status and indicate trouble, shall be provided in quantities as required to indicate real time status of each system water flow switch and valve supervisory switch.
- 10. Provide as required, speaker/strobe zone modules providing 8 zones Style Y for either supervised speaker circuits or 24 VDC strobe light or combination of the two indicating type signals. Modules shall incorporate solid state self-restoring current limiting. Equipment requiring fuse replacement, manual resetting, or card replacement will not be considered acceptable.
- 11. The enclosure for the system shall provide complete dead front construction when the outer cabinet door is opened, with no wiring, terminals, batteries or electronic components visible. Human interface modules shall be on a frame hinge mounted to provide easy access to wiring and system plug in cards. Enclosure door shall be pin hinged and removable, for easy system operation by firefighters and technicians in testing and maintenance modes.
- 12. The system shall include a real time link to the system database, historical event log, logic, and operating system. The system shall require no manual input to initialize in the event of a complete power down condition. It shall return to an on line state as an operating system performing all programmed functions upon power restoration. Systems requiring battery backed-up memory devices shall not be acceptable.
 - a. The system shall be capable of programming to allow troubles occurring and restored in the system to be automatically removed from the display queue, eliminating the necessity for individual acknowledging of these events. This feature shall not affect the historical logging of events as programmed.
 - b. As a minimum, an LED display for "ALARM", "AUDIBLES SILENCED", "SUPERVISORY", "TROUBLE", "SECURITY", "POWER ON" and "PARTIAL SYSTEM DISABLED".

- c. Touch activated membrane switches for "ALARM ACKNOWLEDGE", "AUDIBLE SILENCE", "SUPERVISORY ACKNOWLEDGE", "TROUBLE ACKNOWLEDGE", "SECURITY ACKNOWLEDGE", "RESET", "DISPLAY HOLD" and "DISPLAY NEXT".
- d. All membrane switches shall be tactile with audible feedback when pressed.
- e. Touch activated membrane switches, programmable to perform a minimum of twelve custom designed and programmed functions such as drill, disable, bypass automatic control commands or other special functions as required by the system user. The membrane switches shall also be used for the entry of individual pass codes, allowing for an individual code for each operator allowed to perform security bypass functions.
- f. Ten digit keypad for pass code entry to perform programming and maintenance functions.
- 13. The system shall support a minimum of three supervised remote alpha- numeric annunciators as full function remote control points. Software defined logic module as required for each alarm initiation point, capable of controlling any combination of the system output functions using as logic factors; counting, verification, time, day, holiday, type of device, "and", "or", "not", "timer", "all", "any", flip-flop, D latch, and up to 32 levels of programming shall be possible.
- 14. Selective historical log events of all types shall be stored in flash memory and displayed, printed or downloaded by classification for selective event reports.
 - a. The system shall allow selection of events to be logged, including inputs, as: alarms, troubles, supervisories, securities, status changes, walk tests and device verification, outputs as: audible control and output activation, actions as; reset, set sensitivity, arm/disarm, override, password, set time and acknowledge.
 - b. Data format for downloading shall be compatible with the data base handling program, allowing custom report generation to track alarms, troubles and maintenance.
 - c. Audible and visual indications shall be generated when memory is 80% and 90% full to allow downloading of data. The system shall be programmable circular logging, assuring that at least the last 400 events will always be stored in non-volatile memory.
 - d. Downloading historical events shall set a system flag at the last event downloaded to allow future retrieval to start at that point, assuring a continuous history log.
- 15. Environment compensating, software driven logic for adjusting the alarm threshold windows on detectors to compensate for accumulating contamination and keep detector response sensitivity constant. The software shall compensate for either over-sensitized or de-sensitized units, raising a system flag when a detector approaches the allowable limits of adjustment, indicating a requirement for cleaning.
 - a. Environment compensation values shall be stored in non-volatile memory allowing activation of all tracking functions within 90 seconds of system initiation from a "cold boot". During the boot sequence, alarms from detectors programmed with the feature shall be suppressed. When the full data history is active all devices shall be checked and any active alarms displayed.

- b. The control panel shall place each detector in the system in an alarm condition, transparent to the system user, every twenty-four hours as a dynamic check of the accuracy of the alarm threshold setting. Upon reception of the alarm report, the system detector shall be restored to its pretest state.
- c. The system shall be capable of monitoring the state of detectors and displaying a message when a detector is approaching the limits of adjustment as a result of contaminates. A second message shall be displayed when the detector reaches the limits of adjustment due to these contaminates.
- d. The system shall recognize that a detector has been cleaned, initiating a series of tests to determine if the cleaning was successful and display a detector cleaned message, readjusting that detectors normal sensitivity setting reference based on a new cumulative average.

2.2 FIRE ALARM SYSTEM AND REMOTE POWER SUPPLIES

- A. Primary power for the FACP and individual remote power supplies, and the secondary power battery chargers shall each be obtained from the nearest 120 V emergency panel. FACP power supply shall be connected to a U.L. listed surge protector. See plans for the exact location of the 120 V power panel.
- B. Secondary power supply. Provide sealed gelled electrolyte batteries as the secondary power supply for the fire alarm control panel and each system circuit interface panel. The battery supply shall be calculated to operate its load in a supervisory mode for twenty four hours with no primary power applied and, after that time, operate its alarm mode for two hours.
 - Batteries shall be sized 150% of the calculated size to compensate for deterioration and aging during the battery life cycle. Battery calculations shall be submitted to justify the battery size. Batteries shall be housed in the control cabinet or a separate cabinet with adequate cell separation to prevent accidental discharge.

2.3 SPARE BOX

A. Provide a separate box located adjacent to the main fire alarm panel. The box shall be sufficiently sized (16" X 16" X 6" minimum) to hold all spare detectors and paperwork. This box shall match the main fire alarm panel in appearance and be keyed the same.

2.4 REMOTE CIRCUIT INTERFACE PANELS

- A. Remote circuit interface panels shall consist of an enclosure, a remote power supply, digital communications circuitry, mother boards, batteries and hardware, modules and circuitry described for inclusion in the fire alarm control panel as required to function as specified.
 - Circuit interface panels, when required, include conventional zone module, analog loop drivers, indicating appliance circuits, output circuitry to perform actions, speaker supervisory and distribution circuits. All fire detection, alarm and indicating devices supported by the circuit interface panel shall function as a selfstanding system in the failsafe mode upon loss of the central fire alarm control panel processing, communications or the communications wiring between them.

- 2. Smoke detectors shall alarm at their programmed sensitivity settings and shall not revert to a common default setting when their operating system segment is in the default mode.
- Circuit interface panels shall support remote system displays, annunciators and printers. Test procedures shall be capable of initiation at the main fire control panel, any remote LCD annunciator or any remote interface panel equipped with a keypad.

2.5 DETECTOR BASES

- A. Detector Bases Detector bases for public areas shall be low profile, surface or flush mounted on a standard 4" square by 2-1/8" deep box. Bases shall be able to accept photoelectric, ionization or heat detectors.
- B. Detector Bases for sleeping/dwelling units shall be sounder bases for all system smoke detectors located in sleeping/dwelling units. Sounders shall produce a low frequency 520 Hertz ± 10% frequency alarm signal that complies with NFPA 72 Section 18.4.5.

2.6 SMOKE DETECTORS-PHOTOELECTRIC

- A. Furnish and install intelligent analog photoelectric smoke detectors in accordance with NFPA 72, in all sleeping/dwelling units and public areas and where indicated on the drawings.
 - 1. Manufacturers:
 - a. Detector shall be campus standard System Sensor, no exception.

2.7 DUCT DETECTORS-PHOTOELECTRIC

- A. Furnish and install where indicated on the drawings, intelligent analog smoke detectors
 - 1. Manufacturers:
 - a. Detector shall be campus standard System Sensor, no exception.
 - if mounted where the detector is not readily accessible or within normal view, a remote visual indicator and control for testing and re-setting unit shall be installed in close proximity in a readily accessible, viewable location.

2.8 HEAT DETECTORS, INTELLIGENT RATE COMPENSATED

- A. Furnish and install where indicated on the drawings, intelligent analog smoke detectors
 - 1. Manufacturer:
 - a. Detectors shall be campus standard System Sensor, no exception.

2.9 MANUAL STATIONS, INTELLIGENT

- A. Provide double action, intelligent, manual fire alarm "Pull Stations" where shown on the plans. Pull stations shall be:
 - 1. Manufacturer:
 - a. Pull Stations shall be campus standard NOTIFIER, no exception, and shall be:
 - red in color:
 - ii. provide a clear indication when activated;
 - iii. labeled "FIRE";

- iv. equipped with terminal strip and pressure style screw terminals for the connection of field wiring;
- v. flush mounted.

2.10 MAGNETIC HOLD OPEN DEVICE

A. Provide 24VDC magnetic hold open devices where indicated in architectural door hardware specification. Devices shall release upon activation of a fire alarm.

2.11 INTELLIGENT SYSTEM INTERFACE MODULE

- A. Furnish and install, for the monitoring of contact type initiation devices and for the control of electrical devices where required, intelligent analog signaling circuit interface module.
- B. The module shall be suitable for two wire, two way communications on the intelligent analog signaling circuit. The module shall display a flashing LED for each circuit, in the normal power or standby power condition. The module shall display a steady LED when in the alarm state or during control circuit activation.
- C. Modules shall incorporate triple technology microprocessor chips including analog, digital and EEROM technologies on the single device.

2.12 FIRE SPRINKLER SYSTEM DETECTION AND SUPERVISION

- A. Furnish fire alarm monitoring modules for interconnection of the following fire sprinkler system functions (see fire sprinkler plans for type of equipment and location):
 - Water flow switches and their associated audio/visual device at the FDC, control
 valve tamper switches, fire pump controller, emergency generator monitoring, dry
 system air compressor power or air pressure monitoring, fire sprinkler pipe heat
 trace and other required fire sprinkler equipment and pipe heating equipment
 power.
 - Outside screw and yoke valve supervisory switches in sizes as required for monitoring valves as indicated on the drawings. The single pole double throw supervisory switch shall activate an off normal report within one half turn of the valve.

2.13 INTELLIGENT SUPERVISED CONTROL MODULE

- A. Furnish and install for the control of supervised relays, contactors, audible signal circuits, visual signal circuits, distributed speaker circuits and two way fire fighters communication circuits, intelligent supervisory and control modules including features as follows:
 - The modules shall be suitable for two wire operation and communications on intelligent analog alarm detection loops. Address assignments shall be accomplished electronically. Devices requiring dip switches, rotary switches, staples and/or jumpers are not acceptable.
 - 2. The module shall display a flashing LED in the normal power or standby power condition, and a steady LED when in the activated state.
 - 3. The module shall be suitable for semi-flush or surface mounting in a 2" deep, 4" square or double gang electrical outlet box having a depth of 3 1/2".
- B. Modules shall be available to supervise reverse polarity supervised indicating circuits utilizing 24VDC, two way supervised fireman's communication circuits or audio circuits

utilizing 25VRMS or 70.7VRMS. It shall be possible to configure the module for control of motor contactors and AC voltages to 115VAC.

- 1. All controlled circuits shall be power limited at 1.5A, produced by self-restoring thermal components. Units requiring circuit replacement for restoration of outputs are not acceptable.
 - a. The module shall report a trouble condition in the event of loss of the primary 24VDC signal operating supply voltage.

2.14 EVACUATION SIGNALS

- A. Speakers: Shall be of the polarized 24-VDC type. Speaker shall be UL listed for fire alarm voice evacuation use. Speakers shall be designed to be mounted on a wall, ceiling or other suitable rigid surface and shall be capable of being surface, semi-flush, or flush mounted. Speakers shall be multi-tap. Settings shall be 1/16, 1/8, 1/4, 1/2, 1, 2 or 4 watts.
 - 1. Speech Intelligibility: The emergency voice communication system shall be designed to meet a Common Intelligibility Scale (CIS) of not less than 0.70.
- B. Strobe Light: Visual notification appliances shall be comprised of a xenon flashtube and be entirely solid state. These devices shall be UL listed and available for ceiling or wall mounting. The unit shall be Texas Accessibility Standards (TAS) compliant with an output no less than 15 candela. The Lexan lens shall be pyramidal in shape to allow better visibility. All strobe lamps and lenses shall be clear. Strobe light candela ratings shall be shown on the fire alarm plans. Contractor is responsible for providing number of strobes and candela sizing per NFPA 72 based on room size and device location. Units shall be installed 80" above finished floor. All strobes within the same line of site shall be synchronized. Provide multi-tap strobes to allow for a full range of candela settings. Settings shall be 15/75, 30/75, 75 or 110 candela. Circuits for strobes shall allow for capacity to increase strobe intensities one setting for all strobes. Provide spare devices equal to 1% of the total number of new devices provided for this project.
- C. Speaker/Strobe combination: Units shall meet TAS. Audio/Visual units shall provide a common enclosure for the fire alarm audible and visual alarm devices. The housing shall be designed to accommodate either horns, bells, chimes or speakers. The unit shall be complete with a tamper resistant, Lexan lens visible from a 180-degree field of view. Strobe shall be multi-tap type to allow for a full range of candela. Xenon strobe shall provide 4-wire connection to insure properly supervised in/out system connection. Unit shall be complete with all mounting hardware including back box. Audio/visual unit shall be UL listed for its intended purpose. Speaker shall be multi-tap type to allow for different audio settings. Provide spare devices equal to 1% of the total number of new devices provided for this project.
- D. The evacuation signal device shall be available in flush, semi-flush, or surface mount versions as required for signal locations shown on the contract documents. Devices shall be mounted using a listed outlet box. Signals shall be available in visual and audio/visual to satisfy all required project applications. Device housing shall be white and without any label. Exception to this would be in areas of wood metal ceiling or ceiling painted black, the architect would prefer these devices to be black in color (as allowed by code and UNT AHJ).

2.15 SECURITY INTERFACE TERMINAL BOX

- A. The interface terminal box shall be a lockable continuous hinge cover NEMA Type 4 enclosure. The cover of the enclosure shall be labeled to identify its function.
- B. Dual screw barrier type terminal strips shall be provided within the interface terminal box. Terminals shall be provided for each interface output from the fire alarm system and the manual unlock key switch. All terminals shall be labeled to identify their function.
- C. The output contacts from the fire alarm system shall be rated for 1A at 120V.

PART 3 - EXECUTION

3.1 DESIGN AND INSTALLATION DRAWINGS

- A. Show a general layout of the complete system including equipment arrangement. It shall be the responsibility of the fire alarm contractor to verify dimensions and assure compatibility with all other systems interfacing with the fire alarm system.
 - Identify on the drawings, conduit and conductor sizes and types with number of conductors in each conduit. Provide each conduit and device with a unique identification. For addressable alarm initiation devices, the system identifier shall be the system address for that device. Signals shall be sequentially numbered as the address of the controlling module.
 - 2. Indicate on the point to point wiring diagrams, interconnecting wiring within the panel between modules, and connecting wiring to the field device terminals.
 - 3. Provide mounting details of FACP and other boxes to building structure, showing fastener type, sizes, material and embedded depth where applicable.

3.2 INSTALLATION

- A. All work shall be in compliance with Section 1.3, REFERENCED STANDARDS contained herein.
- B. All work shall be accomplished in a professional and workmanship like manner.
- C. A qualified fire alarm technician shall supervise the installation, testing and adjustment of the fire alarm equipment.
- D. The Fire Alarm contractor is responsible for patching and repairing walls and/or ceilings penetrations made by the fire alarm contractor or his/her designated subcontractor(s) where wiring, conduit or devices are installed or removed. Holes in smoke barrier or fire-resistive construction walls and ceilings shall be properly sealed with approved U.L. listed materials and/or U.L. listed fire stop/smoke devices designed for such use or location. The smoke or fire stop material or devices shall be approved by the wiring manufacturer for compatibility with the wiring material it contacts. Whichever method is approved, it shall be installed per the U.L listing of the specific product.

3.3 CONDUIT

A. All wiring shall be installed in conduit, minimum ³/₄" EMT. Plenum rated cable with J-hooks may be used above ceilings.

3.4 ENCLOSURES AND WIRING DEVICES

A. Wiring enclosures and equipment device boxes shall be sized and installed per NFPA 70.

1. All fire alarm J-Boxes and their covers shall be painted red. The cover shall be labeled "FA System" in minimum ½ inch letters with permanent black ink.

3.5 CONDUCTORS

- A. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed such that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less. NAC circuits shall be wired Class A.
- B. Each conductor shall be identified as shown on the shop drawings with wire markers at every splice and terminal point. Attach permanent wire markers within 2 inches of each wire termination. Marker legends shall be visible.
 - 1. All wiring shall be supplied and installed in compliance with the requirements of the National Electric Code, NFPA 70, Article 760, and that of the manufacturer.
 - 2. Wiring for analog loop circuits and speaker circuits shall be minimum 18 AWG twisted. Wiring for strobe circuits shall be a minimum 14 AWG.
 - 3. Wiring shall be installed without splices or joints. Connections shall be made to the device terminals or equipment terminal strip.
 - 4. Crimp-on type spade lugs shall be used for terminations of stranded conductors to binder screw or stud type terminals. Spade lugs shall have upset legs and insulation sleeves sized for the conductors.
- C. Permanently label or mark each conductor at each end and at all terminals with permanent alphanumeric wire markers.
- D. Provide Type CI, 2 hour rated circuit integrity cable for riser wiring and wherever else required per code.

3.6 CERTIFICATE OF COMPLIANCE

A. Complete and submit to the Owner in accordance with NFPA 72.

3.7 FIELD QUALITY CONTROL

- A. Testing, General.
 - All intelligent analog devices shall be tested and logged for correct address and sensitivity using test equipment specifically designed for that purpose. These devices and their bases shall be tagged with adhesive tags located in an area not visible when installed, showing the system address, initials of the installing technician and date.
 - Wiring runs shall be tested for continuity, short circuits and grounds before system is energized. Resistance, current and voltage readings shall be made as work progresses.
 - a. A systematic record shall be maintained of all readings using schedules or charts of tests and measurements. Areas shall be provided on the logging form for readings, dates and witnesses.

- b. The acceptance inspector shall be notified before the start of the required tests. All items found at variance with the drawings or this specification during testing or inspection by the acceptance inspector, shall be corrected.
- c. Test reports shall be delivered to the acceptance inspector as completed.
- 3. All test equipment, instruments, tools and labor required to conduct the system tests shall be made available by the installing contractor. The following equipment shall be a minimum for conducting the tests:
 - a. Ladders and scaffolds as required to access all installed equipment.
 - b. Multimeter for reading voltage, current and resistance.
 - c. Intelligent device programmer/tester.
 - d. Laptop computer with programming software for any required program revisions.
 - e. Two way radios, flashlights, smoke generation devices and supplies.
 - f. A manufacturer recommended device for measuring air flow through air duct smoke detector sampling assemblies.
 - g. Decibel meter.
- 4. In addition to the testing specified to be performed by the installing contractor, the installation shall be subject to test by the acceptance inspector.
- 5. System wiring: fire alarm circuits shall be tested for continuity, grounds, and short circuits.

B. Acceptance testing.

- A written acceptance test procedure (ATP) for testing the fire alarm system components and installation will be prepared by the Acceptance Inspector in accordance with NFPA 72, and this specification. The contractor shall be responsible for the performance of the ATP, demonstrating the function of the system and verifying the correct operation of all system components, circuits, and programming.
- 2. A program matrix shall be prepared by the installing contractor referencing each alarm input to every output function affected as a result of an alarm condition on that input. In the case of outputs programmed using more complex logic functions involving "any", "or", "not", "count", "time", and "timer" statements; the complete output equation shall be referenced in the matrix.
- 3. A complete listing of all device labels for alpha numeric annunciator displays and logging printers shall be prepared by the installing contractor prior to the ATP.
- 4. The acceptance inspector shall use the system record drawings in combination with the documents specified under Paragraph 3.1 during the testing procedure to verify operation as programmed. In conducting the ATP, the acceptance inspector shall request demonstration of any or all input and output functions. The items tested shall include but not be limited to the following:
 - a. System wiring shall be tested to demonstrate correct system response and correct subsequent system operation in the event of:
 - 1) Open, shorted and grounded intelligent analog signaling circuit.
 - 2) Open, shorted and grounded network signaling circuit.
 - 3) Open, shorted and grounded conventional zone circuits.
 - 4) Open, shorted and grounded speaker, telephone circuits.
 - 5) Intelligent device removal.
 - 6) Primary power or battery disconnected.
 - 7) Incorrect device at address.

- System evacuation alarm indicating appliances shall be demonstrated as follows:
 - 1) All alarm notification appliances actuate as programmed
 - 2) Audibility and visibility at required levels.
- c. System indications shall be demonstrated as follows:
 - 1) Correct message display for each alarm input at the control panel, each remote alphanumeric display and each CRT terminal.
 - 2) Correct annunciator light for each alarm input at each annunciator and color graphic terminal as shown on the drawings.
- d. Secondary power capabilities shall be demonstrated as follows:
 - System primary power shall be disconnected for a period of time as specified herein. At the end of that period, an alarm condition shall be created and the system shall perform as specified for a period as specified.
 - 2) System primary power shall be restored for forty-eight hours and system charging current shall be normal trickle charge for a fully charged battery bank.
 - System battery voltages and charging currents shall be checked at the fire alarm control panel using the test codes and displayed on the LCD display.
- 5. In the event of system failure to perform as specified and programmed during the ATP procedure, at the discretion of the acceptance inspector, the test shall be terminated.
 - a. The installing contractor shall retest the system, correcting all deficiencies and providing test documentation to the acceptance inspector.
 - b. In the event that software changes are required during the ATP, a utility program shall be furnished by the system manufacturer to compare the edited program with the original. This utility shall yield a printed list of the changes and all system functions, inputs and outputs effected by the changes. The items listed by this program shall be the minimum acceptable to be re-tested before calling for resumption of the ATP.
 - c. The acceptance inspector may elect to require the complete ATP to be performed again if, in his opinion, modifications to the system hardware or software warrant complete re-testing.

3.8 DOCUMENTATION

- A. System documentation shall be furnished to the owner and shall include but not be limited to the following:
 - System record drawings and wiring details including one set of reproducible masters and drawings on CD ROM in a DXF format suitable for use in a CAD drafting program.
 - 2. System operation, installation and maintenance manuals
 - 3. Written documentation for all logic modules as programmed for system operation with a matrix showing interaction of all input signals with output commands.
 - 4. Documentation of system voltage, current and resistance readings taken during the installation, testing and ATP phases of the system installation.
 - 5. System program showing system functions, controls and labeling of equipment and devices. Also provide a copy of the system files on CD ROM in PDF format.

3.9 TEST EQUIPMENT

- A. Refer to Division 01 for General commissioning requirements.
- B. The Contractor shall furnish all test equipment as required to program devices and test the system, specifically an intelligent device tester and programmer.

3.10 INTERFACE TERMINAL BOX

- A. The fire alarm system contractor shall install the interface terminal box at the main fire alarm control panel in a readily accessible location no more than 8'-0" A.F.F.
- B. The fire alarm contractor shall wire from the fire alarm system to the interface terminal box
- C. The security contractor shall wire from the security system to the interface terminal box.

3.11 INTERFACE CONDUIT, POWER AND WIRING

- A. The fire alarm contractor shall provide all conduit, power and wiring required for the installation of the terminal box, manual unlock switch and interfacing to the fire alarm system. All wiring installations shall meet NFPA 70 and be UL listed for the fire alarm applications.
- B. The security contractor shall provide all wiring from the interface terminal box to the security system. All wiring installations shall meet NFPA 70 and be UL listed for the fire alarm applications.

3.12 WARRANTY AND SERVICES

- A. The contractor shall warrant the entire system against mechanical and electrical defects for a period of 18 months. This period shall begin upon completed certification and test of the system.
- B. During the warranty period, the fire alarm system subcontractor or manufacturer shall provide at no additional charge the inspection, parts, maintenance, testing and repair to maintain the system in full compliance with the requirements of NFPA 72.
- C. A NOTIFIER trained technician in the employ of the installing fire alarm contractor shall furnish training to the Owner's employees on operation of the fire alarm system.
 - 1. Training in the receipt, handling and acknowledgement of alarms.
 - 2. Training in the system operation including manual control of output functions from the system control panel.
 - 3. Training in the testing of the system including logging of detector sensitivity, field test of devices and response to common troubles.
 - 4. The total training requirement shall be a minimum of 6 hours but shall be sufficient to cover all items specified.

END OF SECTION

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SECTION 09 6723 RESINOUS FLOORING

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM C579 Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes; 2023.
- B. ASTM C580 Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes; 2018 (Reapproved 2023).
- C. ASTM D2240 Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).
- D. ASTM D2794 Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact); 1993 (Reapproved 2024).
- E. ASTM E648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2023.
- F. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.
- G. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.03 SUMMARY

- A. This Section includes one resinous flooring system, one with urethane body.
 - Application Method: Metal hand troweled.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Verification: For each resinous flooring system required, 5 inches (127 mm) square, applied to a rigid backing.
- C. Product Schedule: Use resinous flooring designations indicated in Part 2 and room designations indicated on Drawings in product schedule.
- D. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
- E. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.05 QUALITY ASSURANCE

- A. No request for substitution shall be considered that would change the generic type of floor system specified (i.e. Urethane mortar based system). Equivalent materials of other manufactures may be substituted only on approval of Architect or Engineer. Request for substitution will only be considered only if submitted 10 days prior to bid date. Request will be subject to specification requirements described in this section.
- B. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer.
 - 1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.

- Contractor shall have completed at least 10 projects of similar size and complexity.
- C. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer, with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- D. Manufacturer Field Technical Service Representatives: Resinous flooring manufacture shall retain the services of Field Technical Service Representatives who are trained specifically on installing the system to be used on the project.
 - Field Technical Services Representatives shall be employed by the system manufacture
 to assist in the quality assurance and quality control process of the installation and shall
 be available to perform field problem solving issues with the installer.
- E. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - Apply full-thickness mockups on 48-inch- (1200-mm-) square floor area selected by Architect.
 - a. Include 48-inch (1200-mm) length of integral cove base.
 - Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
 - 3. Sign off from Architect and Owner/Owners agent on texture for slip resistance must be complete before installation of flooring system.
- F. Pre-installation Conference:
 - 1. General contractor shall arrange a meeting not less than thirty days prior to starting work.
 - 2. Attendance:
 - a. General Contractor
 - b. Architect/Owner's Representative.
 - c. Manufacturer/Installer's Representative.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects. Store material per product data sheet.
- C. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed.

1.07 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
 - Maintain material and substrate temperature between 65 and 85 degrees Fahrenheit (29.44 degrees Celsius) during resinous flooring application and for not less than 24 hours after application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

D. Concrete substrate shall be properly cured. A vapor barrier must be present for concrete subfloors on or below grade. Otherwise, an osmotic pressure resistant grout must be installed prior to the resinous flooring

1.7 WARRANTY

A. Manufacturer shall furnish a single, written warranty covering both material and workmanship for a period of (1) full years from date of installation, or provide a joint and several warranty signed on a single document by material manufacturer and applicator jointly and severally warranting the materials and workmanship for a period of (1) full year from date of installation. A sample warranty letter must be included with bid package or bid may be disgualified.

PART 2 PRODUCTS

3.01 RESINOUS FLOORING

- A. Available Products: Subject to compliance with requirements, product that may be incorporated into the work include,
 - 1. Unsealed or "self-sealing" urethane mortar systems, multiple layers of liquids and broadcasts will not be accepted, and will result in a disqualification from bid.
- B. Acceptable Manufactures,
 - Stonhard Basis of design.
- C. Products: Subject to compliance with requirements:
 - 1. Stonhard, Inc.; Stonclad UT®. With Stonseal UT7.
- D. System Characteristics:
 - Color and Pattern: Select from Mfg. Standards
 - 2. Wearing Surface: Light, medium or heavy texture
 - 3. Integral Cove Base: TBD
 - 4. Overall System Thickness: nominal 3/16-1/4".
- E. System Components: Manufacturer's standard components that are compatible with each other and as follows:
 - Mortar:
 - a. Material design basis: Stonclad UT
 - b. Resin: Urethane.
 - c. Formulation Description: (4) four-component, 100 percent solids.
 - d. Application Method: Screed, Trowel.
 - 1) Thickness of Coats: 3/16".
 - 2) Number of Coats: One.
 - 3) Broadcast texture into wet mortar base.
 - e. Aggregates: Pigmented Blended aggregate.
 - 2. Top coat:
 - a. Material design basis: Stonseal UT7
 - b. Resin: Urethane.
 - c. Formulation Description: (2) two-component, 100 percent solids.
 - d. Type: pigmented.
 - e. Finish: standard.
 - f. Number of Coats: One.

NOTE: COMPONENTS LISTED ABOVE ARE THE BASIS OF DESIGN INTENT; ALL BIDS WILL BE COMPARED TO THIS STANDARD INCLUDING RESIN CHEMISTRY, COLOR, WEARING SURFACE, THICKNESS, AND INSTALLATION PROCEDURES, INCLUDING NUMBER OF COATS. CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH ALL THE REQUIREMENTS OF THE SPECIFICATIONS AND ALL OF THE COMPONENTS REQUIRED BY THE SPECIFICATIONS, WHETHER OR NOT SUCH PRODUCTS ARE SPECIFICALLY LISTED ABOVE.

A. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:

- 1. Compressive Strength: 7,700 psi (53089.65 kPa) after 7 days per ASTM C579.
- 2. Tensile Strength: 1,000 psi (6894.76 kPa) per ASTM C 307.
- 3. Flexural Strength: 2,400 psi (16547.42 kPa) per ASTM C580.
- 4. Water Absorption: ??? 1% per ASTM C 413.
- 5. Impact Resistance: ??? 160 inch (4064 mm). lbs. per ASTM D2794.
- 6. Flammability: Class 1 per ASTM E648.
- 7. Hardness: 80 to .84, Shore D per ASTM D2240.
- 8. Flexural Modulus of Elasticity: 2.6x106 psi per ASTM C580
- 9. Thermal Coefficient of Linear Expansion: 1.1x10-5 inch (127 mm)./in.°F per ASTM C-531

4.02 ACCESSORY MATERIALS

- A. Primer: Type recommended by manufacturer for substrate and body coats indicated. Formulation Description: Stonclad UT urethane mortar is self priming.
- B. Patching and Leveling: Use a four component fast setting Urethane grout. Moisture resistant polyurethane based grout designed for permanent repairs under flooring system. Stonhard, Stonset TG6. See drawings 1/4" per foot slope to drains. Use standard drain detail, saw cut and chase.
- C. Waterproofing Membrane: Type recommended by manufacturer for substrate and primer and body coats indicated. Formulation Description Only if application above grade Stonproof ME7. Must include texture 3 broadcast to ensure intercoat adhesion.

PART 3 EXECUTION

5.01 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean and dry substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 - 1. Mechanically prepare substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
 - b. Comply with ASTM C 811 requirements, unless manufacturer's written instructions are more stringent.
 - 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
 - 3. Verify that concrete substrates are dry.
 - Perform in situ probe test, ASTM F2170. Proceed with application only after substrates do not exceed a maximum potential equilibrium relative humidity of 85 percent.
 - b. Perform anhydrous calcium chloride test, ASTM F1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 6 lb of water/1000 sq. ft. of slab in 24 hours.
 - c. Perform additional moisture tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- D. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations. Allowances should be included for Stonflex MP7 joint fill material, and CT5 concrete crack treatment.

5.02 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer where required by resinous system, over prepared substrate at manufacturer's recommended spreading rate.
- C. Integral Cove Base: Stonclad UR mortar, apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, of cove base. Round internal and external corners.
 - 1. Integral Cove Base: ???TBD??? inches high.
- D. Mortar: Mix mortar material according to manufacturer's recommended procedures. Uniformly spread mortar over substrate at manufacturer's recommended height using specially designed trowel and or Screed box. Broadcast desired texture directly into mortar base. Field verify texture needed
- E. Apply topcoat in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

5.03 TERMINATIONS

- A. Chase edges to "lock" the flooring system into the concrete substrate along lines of termination.
- B. Penetration Treatment: Lap and seal the flooring system onto the perimeter of the penetrating item by bridging over compatible elastomer at the interface to compensate for possible movement.
- C. Trenches: Continue flooring system into trenches to maintain monolithic protection. Treat cold joints to assure bridging of potential cracks.
- D. Treat floor drains by chasing the flooring system to lock in place at point of termination.

5.04 JOINTS AND CRACKS

- A. Treat control joints to bridge potential cracks and to maintain monolithic protection.
- B. Treat cold joints and construction joints to bridge potential cracks and to maintain monolithic protection on horizontal and vertical surfaces as well as horizontal and vertical interfaces.
- C. Discontinue floor coating system at vertical and horizontal contraction and expansion joints by installing backer rod and compatible sealant after coating installation is completed. Provide sealant type recommended by manufacturer for traffic conditions and chemical exposures to be encountered.

5.05 FIELD QUALITY CONTROL

- A. Material Sampling: Owner may at any time and any numbers of times during resinous flooring application require material samples for testing for compliance with requirements.
 - Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.

3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

5.06 CLEANING, PROTECTING, AND CURING

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 18 hours.
- B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection and cleaning of surfaces after final coats.
- C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer.

END OF SECTION

UNIVERSITY OF NORTH TEXAS

KERR HALL DINING RENOVATION

ISSUE FOR CONSTRUCTION

JANUARY 30, 2025

OWNER

University of North Texas System 2204 W. Prairie Street Denton, TX 76201

ARCHITECT

Treanor 2554 Elm Street, Suite 200 Dallas, TX 75225 (p) 214.310.1018

INTERIORS SUPPORT + FF&E

(p) 512.291.6657

Edwards+Mulhausen 2301A E. Riverside Drive, Suite 80 Austin, TX 78741

MEP ENGINEERS

(p) 972.239.5357

Purdy-McGuire 17300 Dallas Parkway, Suite 3000 Dallas, TX 75248

IT + SECURITY + A/V

4B Technology Group 390 Glenborough Drive Houston, TX 77067 (p) 832.249.9379

FOOD SERVICE EQUIPMENT

Foodservice Design Professionals 584 N Kimball Ave Southlake, TX 76092 (p) 972.245.5300

COST ESTIMATING

Vermeulens 325 N. St. Paul Street, Suite 3100 Dallas, TX 75201 (p) 469.965.1333

W. HIGHLAND STREET G. BRINT RYAN COLLEGE OF PROJECT - LOCATION MAPLE STREET





SHEET INDEX

SITE VICINITY MAP, PROJECT TEAM, & SHEET INDEX G002 **GENERAL NOTES & ABBREVIATIONS** G003 TYPICAL MOUNTING & ACCESSIBILITY REQUIREMENTS PARTITION TYPES, DETAILS, & NOTES G101 CODE SUMMARY

ARCHITECTURAL

DEMOLITION RCP FLOOR PLAN (KITCHEN & DINING) ENLARGED PLANS & INTERIOR ELEVATIONS **ENLARGED PLANS & INTERIOR ELEVATIONS** A403 ENLARGED PLANS, INTERIOR ELEVATIONS, & DETAILS A404 ENLARGED PLANS, INTERIOR ELEVATIONS, & DETAILS A408 INTERIOR ELEVATIONS INTERIOR ELEVATIONS, SIGNAGE SCHEDULE, & DETAILS A410 A501 INTERIOR DETAILS DOOR & FRAME SCHEDULE, GLAZING TYPES, LOUVER

INTERIOR FINISH LEGEND, SCHEDULE, & DETAILS

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TYPES, & DETAILS

FURNITURE PLAN

FINISH PLAN

LEVEL 1 MECHANICAL DEMOLITION PLAN - DININ MECHANICAL NOTAS & SYMBOLS

ROOF LEVEL MECHANICAL PLAN

ROOF LEVEL MECHANICAL PLAN

CONTROLS DETAILS - CHW AHU SINGLE-ZONE CONTROLS DETAILS - CHW AHU MULTI-ZONE CONTROLS DETAILS - VAV & CO AND GAS

LEVEL 1 MECHANICAL PIPING PLAN - DINING MECHANICAL DETAILS - DUCT iM502 MECHANICAL DETAILS - PIPE MECHANICAL DETAILS - GREASE EXHAUST iM503 iM601 MECHANICAL SCHEDULES CONTROLS DETAILS - FANS CONTROLS DETAILS - MAU & FCU

LEVEL 1 DEMO PLUMBING PLAN - DINING

ELECTRICAL NOTES & SYMBOLS ELECTRICAL NOTES & SYMBOLS LEVEL 1 ELECTRICAL PLAN - DINING LEVEL 1 LIGHTING PLAN - DINING ELECTRICAL ENLARGED PLAN - RESTROOMS (KITCHEN) ELECTRICAL ENLARGED PLAN - KITCHEN iE501 ELECTRICAL ONE-LINE DIAGRAM ELECTRICAL ONE-LINE DIAGRAM iE501 iE601 **ELECTRICAL DETAILS - GENERAL** iE602 ELECTRICAL DETAILS - GENERAL iE603 ELECTRICAL DETAILS - GROUNDING ELECTRICAL SCHEDULES iE702 ELECTRICAL SCHEDULES - KITCHEN

TELECOM

iE702

TELECOM - INDEX (KITCHEN & DINING) T101B TELECOM - FLOOR PLAN (KITCHEN & DINING) TELECOM - REFLECTED CEILING PLAN (KITCHEN & DINING) T500B TELECOM - DETAILS (KITCHEN & DINING) TELECOM - DETAILS (KITCHEN & DINING)

ELECTRICAL SCHEDULES - KITCHEN

ELECTRICAL PANEL SCHEDULES - KITCHEN

AUDIOVISUAL

AUDIOVISUAL - INDEX AUDIOVISUAL - FLOOR PLAN (KITCHEN & DINING) AUDIOVISUAL - REFLECTED CEILING PLAN (KITCHEN & AUDIOVISUAL - SCHEMATICS

AUDIOVISUAL - ELEVATIONS

SECURITY - INDEX (KITCHEN & DINING) SECURITY - REFLECTED CEILING PLAN (KITCHEN & DINING) SECURITY - DETAILS (KITCHEN & DINING)



TREANOR

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PROJECT TEAM, & SHEET

SITE VICINITY MAP,

Treanor NO. HE0569.2302.01

PROJECT CODE SUMMARY

PROJECT NAME

Kerr Hall Lobby, Restroom, & Laundry Renovation

ADDRESS 1413 West Maple St

Denton, TX 76201

OWNER

University of North Texas

PROJECT DESCRIPTION
Full renovation of the existing Kerr Hall Dining facility. The renovation includes improvements to restroom facilities, new kitchen layout and new kitchen equipment. New lighting will be installed throughout the kitchen and

dining hall. Dining hall will receive all new finishes and furnishings including

EXISTING GOVERNING CODES & STANDARDS

a focal point for the Mean Greens Hydroponics display.

2020 NFPA 1 Fire Code
2020 NFPA 101 Life Safety Code
2021 International Building Code (IBC)
2021 International Mechanical Code (IMC)
2021 International Plumbing Code (IPC)
2021 International Fire Code (IFC)
2023 NFPA 70 National Electrical Code (NEC)
2013 NFPA 72 National Fire Alarm Signaling Code
Texas Accessibility Standards (TAS)
Americans With Disabilities Act (ADA)

EXISTING CONSTRUCTION TYPE

Type II-B Construction

EXISTING FIRE RESISTANCE RATINGS - BUILDING ELEMENTS

Primary Structural Frame 1-hr
Exterior Bearing Walls 1-hr
Interior Bearing Walls 1-hr
Nonbearing Walls & Partitions 0-hr
Mechanical Shafts 1-hr
Floor Construction 1-hr
Roof Construction 1-hr

EXISTING BUILDING HEIGHTS & AREAS

Height: 93'-0" / 8 stories / 227,138 SF

Level 1 39,909 Level 2-8 9,933 + 16,814

REQUIRED OCCUPANCY SEPARATIONS

A 1-hr separation is required between the A-2 and B occupancy per IBC Table 508.4.

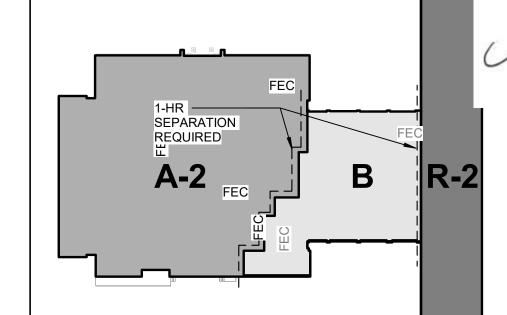
Provided throughout per NFPA 10. Maximum travel distance to the

FIRE PROTECTION SYSTEM

AUTOMATIC SPRINKLER SYSTEM
The building is fully sprinklered.

FIRE EXTINGUISHERS

nearest fire extinguisher location = 75'-0".



OCCUPANT LOAD CALCULATIONS

 AREA
 OCCUPANT LOAD

 DINING (A-2)
 380

 LOBBY (B)
 169

 DORMITORY (R-2)
 169

TOTAL LEVEL 1 OCCUPANT LOAD
718

COMMON PATH OF TRAVEL: 100-ft (B Occupancy), 75-ft (A Occupancy) TOTAL TRAVEL DISTANCE: 300-ft (B Occupancy), 250-ft (A Occupancy)

PLUMBING FIXTURE COUNTS

| REQUIRE |) | | TER SETS | LAVAT | ORIES | DRINKING FOUNTAINS | SERVICE SINKS |
|---------|-----------|---|-------------|-------|-------|-----------------------|------------------|
| SPACE | OCCUPANTS | М | w | М | w | TOONTAINS | SINKS |
| DINING | 350 | 3 | 3 | 2 | 2 | 2 | 1 |
| KITCHEN | 30 | 1 | 1 | 1 | 1 | 1 | 1 |

| | | | | T | | T | |
|---------|-----------|----|-------------|-------|-------|-----------------------|------------------|
| PROVIDE | :D | 1 | TER SETS | LAVAT | ORIES | DRINKING FOUNTAINS | SERVICE SINKS |
| SPACE | OCCUPANTS | М | w | М | w | FOUNTAINS | SINKS |
| DINING | 350 | 3 | 3 | 2 | 2 | 0** | 1 |
| KITCHEN | 30 | 1* | 1* | 1* | 1* | 1 | 1 |

* (1) SINGLE OCCUPANT RESTROOM FOR KITCHEN STAFF USE IS PROVIDED.
 ** PER UNT REQUEST, NO DRINKING FOUNTAINS ARE PROVIDED. THE DINING HALL IS "ALL-YOU-CAN-EAT-AND-DRINK," MAKING THE REQUIREMENT UNNECESSARY.



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Issue: ISSUE FOR CONSTRUCTION

Date: JANUARY 30, 2025

REVISIONS

NO DESCRIPTION DATE

REVISIONS

DESCRIPTION DATE
ADDENDUM 2 05.23.25

G101

CODE SUMMARY

FreanorHL NO. HE0569.2302.0

THE OF 01.30.2025

2554 Elm Street, Suite 200
Dallas, TX 75226
Office: 214.310.1018
www.TreanorHL.com

ALL DINING RENOVATION

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JANUARY 30, 2025

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DESCRIPTION DATE

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AD101

DEMOLITION PLAN

reanorHL NO. HE0569.2302.0°

DEMOLITION GENERAL NOTES

B. VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO

C. RETURN ITEMS TO OWNER WHERE NOTED TO BE SALVAGED, OR IN NEW WORK WITHIN PROJECT SCOPE. DISPOSE OFFSITE PER L REGULATIONS DEMOLITION MATERIALS NOT CLAIMED BY OWNER

D. PATCH AND REPAIR AREAS AFFECTED BY DEMOLITION AND SHOWN

TO REMAIN, FOR NEW SCOPE OF WORK. E. RETURN REMAINING FURNISHINGS AND EQUIPMENT TO OWNER

F. EXISTING CONDITIONS INFORMATION WAS OBTAINED FROM DOCUMENTS AND INFORMATION SUPPLIED TO THE ARCHITECT.

G. REMOVE EXISTING CONSTRUCTION TO THE EXTENT INDICATED ON DRAWINGS. REMOVE ITEMS SHOWN DASHED ON DEMOLITION PLAN UNLESS NOTED OTHERWISE. SHOULD ANY DAMAGE OCCUR TO ANY EXISTING CONSTRUCTION TO REMAIN ON SITE, REPAIR THE DAMAGE

H. PREPARE EXISTING CONCRETE SUBSTRATE FOR NEW FINISHES.

I. REFER TO ENGINEERING DEMOLITION DRAWINGS FOR ADDITIONAL ITEMS TO BE DEMOLISHED. REFER TO MEP DRAWINGS FOR DEMOLITION OF MEP SYSTEMS TO IDENTIFY WORK REQUIRED BY THIS CONTRACTOR WHICH MAY AFFECT DEMOLITION AND/OR REPAIRS OF ARCHITECTURAL ELEMENTS. COORDINATE WITH ALL RELEVANT SUBCONTRACTORS THE EXTENT OF ALL DEMOLITION WORK.

K. THIS DEMOLITION PLAN OUTLINES THE SCOPE OF THE WORK INVOLVED FOR THE DEMOLITION PHASE OF THIS PROJECT. REFER TO THE DRAWINGS FOR NEW CONSTRUCTION FOR ADDITIONAL

.. IF SUSPECTED HAZARDOUS MATERIALS ARE ENCOUNTERED, STOP WORK IMMEDIATELY AND NOTIFY OWNER. DO NOT RESUME WORK UNTIL DIRECTED BY THE OWNER.

M. REMOVE TRASH AND DEBRIS FROM THE SITE DAILY.

N. MAINTAIN THE INTEGRITY OF EXISTING RATED WALLS AND FIRE SEAL PENETRATIONS WITH A U.L. APPROVED ASSEMBLY.

P. REFER TO MEP DRAWINGS TO COORDINATE REQUIRED SLAB TRENCHING/CONCRETE INFILL TO ACCOMMODATE INSTALLATION

AND/OR REPAIRS OF BELOW-SLAB UTILITIES.

Q. REMOVE REMAINING CEILING AND WALL ELEMENTS, INCLUDING BUT NOT LIMITED TO CEILING GRID, CEILING TILE, GYPSUM SOFFITS / BULKHEADS, ABANDONED MECHANICAL DUCTWORK AND EQUIPMENT, ABANDONED ELECTRICAL CONDUITS AND LIGHT FIXTURES, ABANDONED PIPING, AND ASSOCIATED WORK NOT SHOWN OR REQUIRED TO MAINTAIN. REFER TO MEP DEMOLITION DRAWINGS FOR

029 REMOVE EXISTING EXHAUST HOOD AND PREPARE EXISTING OVERHEAD DUCT CHASE FOR INSTALLATION OF NEW EXHAUST HOOD; REFER TO MECHANICAL 040 REMOVE GYP SOFFIT, AND ASSOCIATED FRAMED BULKHEAD

REMOVE REMNANTS OF EXISTING CEILING GRID AND TEMPORARY DUCTWORK. SALVAGE EXISTING LIGHT FIXTURES FOR USE IN

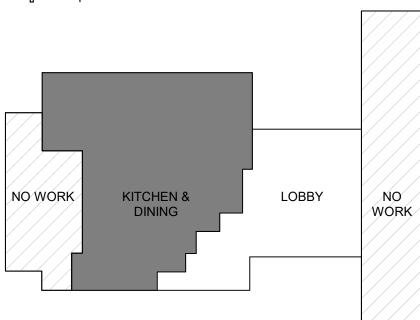
075 REMOVE EXISTING PLASTER-ON-LATHE CEILING AND LIGHT

DEMOLITION LEGEND

AREAS NOT IN SCOPE EXISTING WALL TO REMAIN; PROTECT IN PLACE

EXISTING FIRE-RATED WALL TO REMAIN

REMOVE EXISTING WALL IN ITS ENTIRETY



AD151

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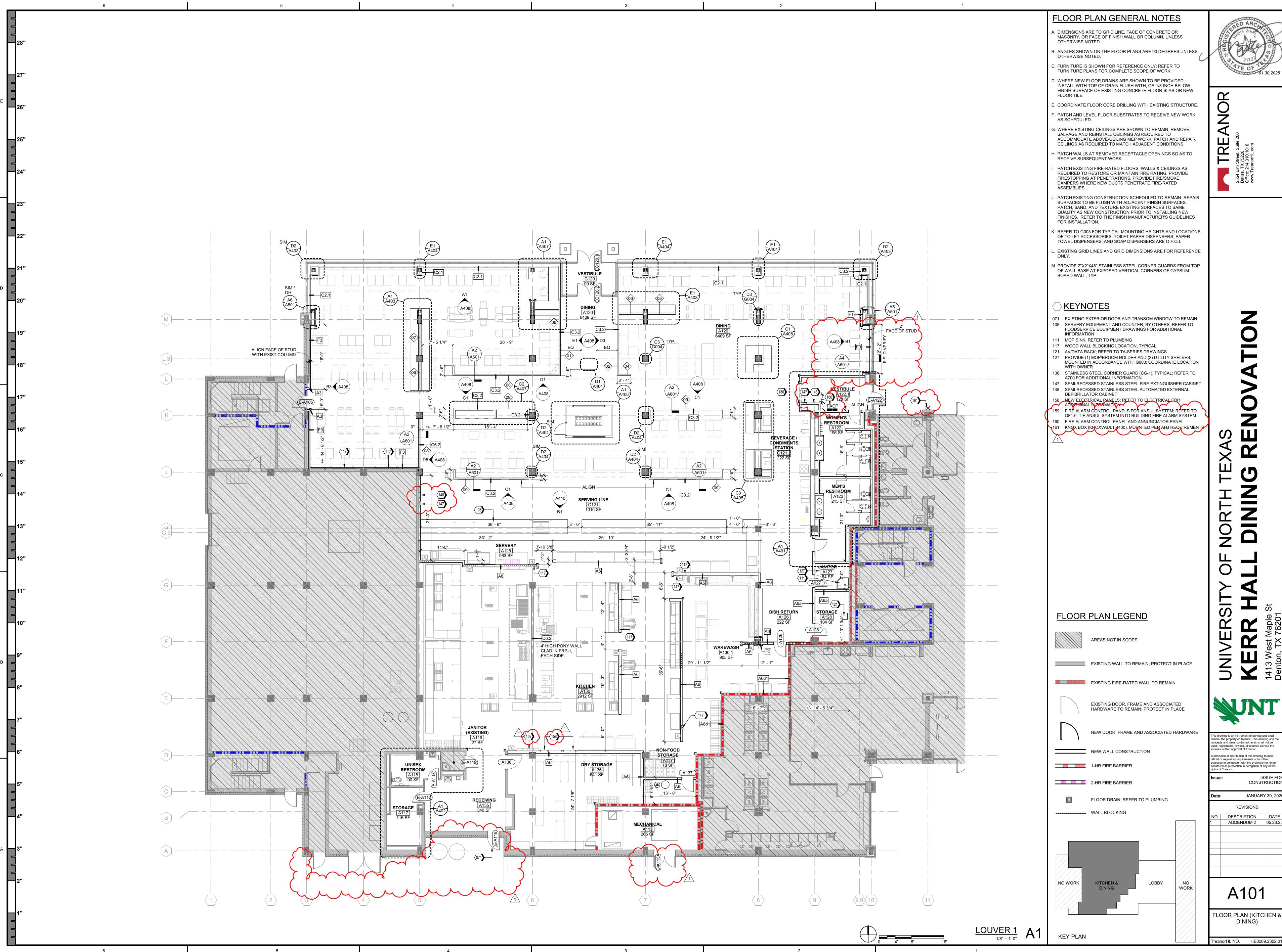
REVISIONS

DESCRIPTION DATE ADDENDUM 2 05.23.2

CONSTRUCTION

JANUARY 30, 2025

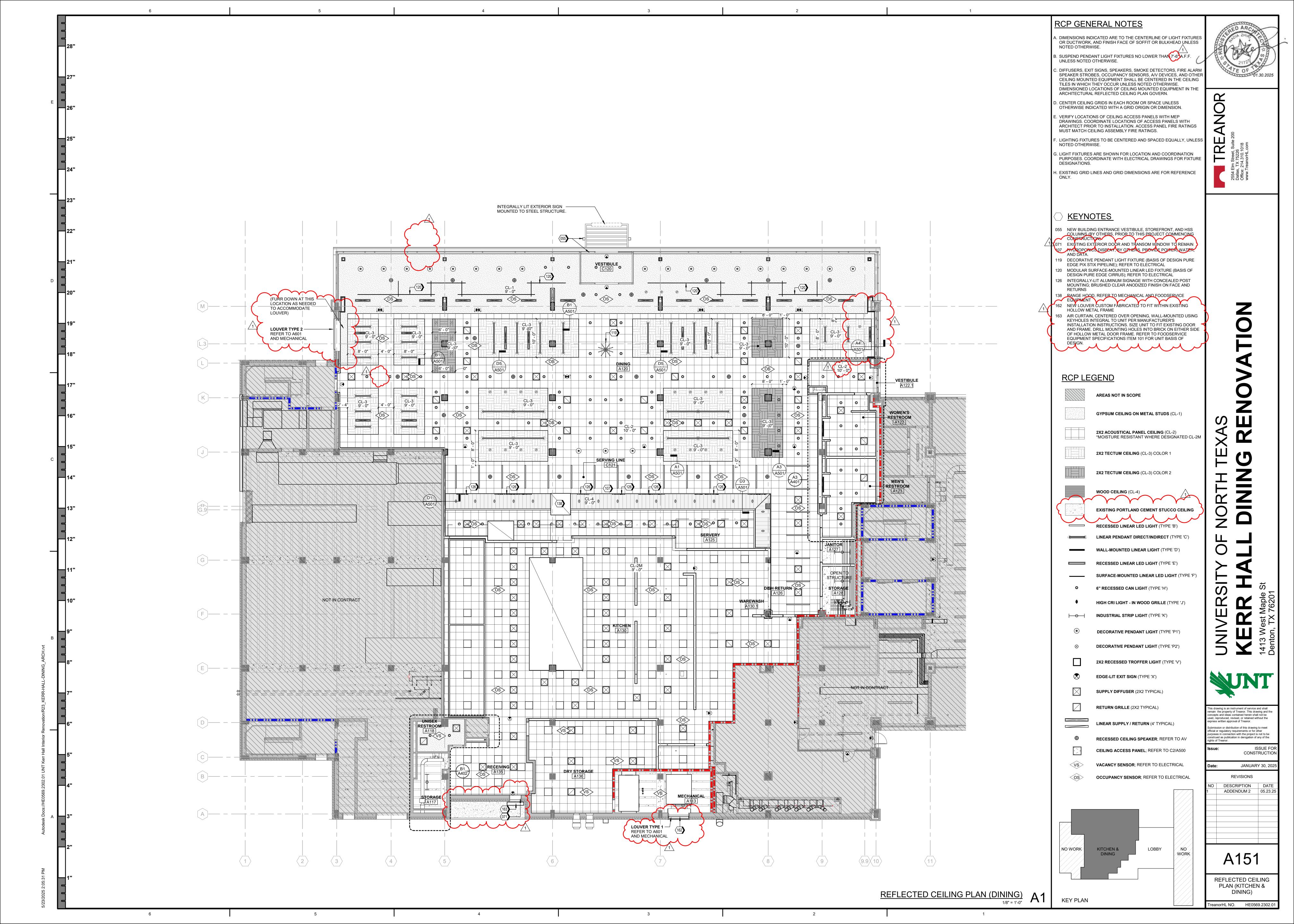
DEMOLITION RCP reanorHL NO. HE0569.2302.0

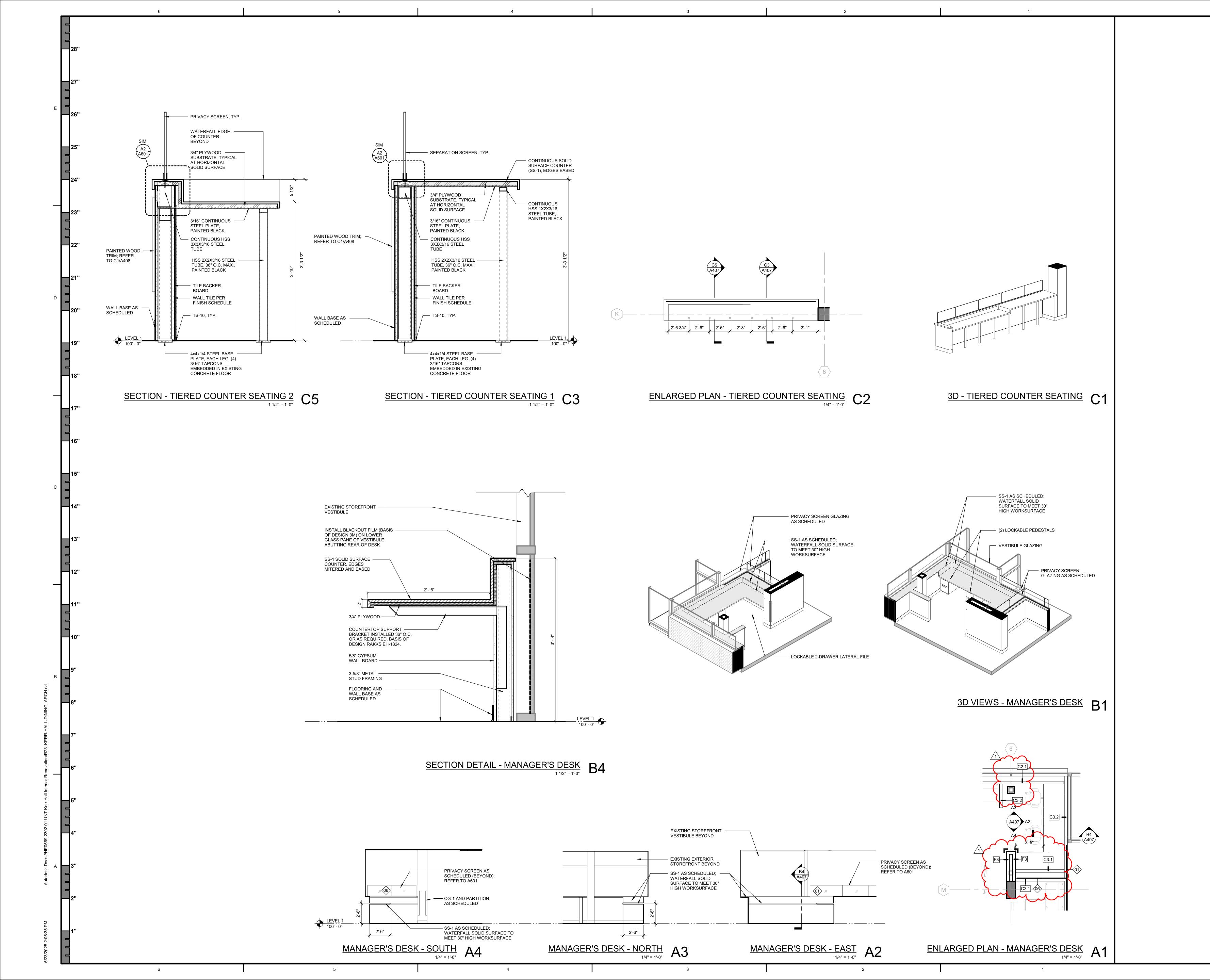




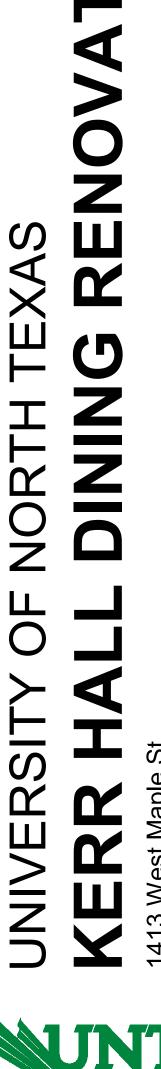
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A101









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A407

ENLARGED PLANS, INTERIOR ELEVATIONS, & DETAILS

TreanorHL NO. HE0569.2302.01

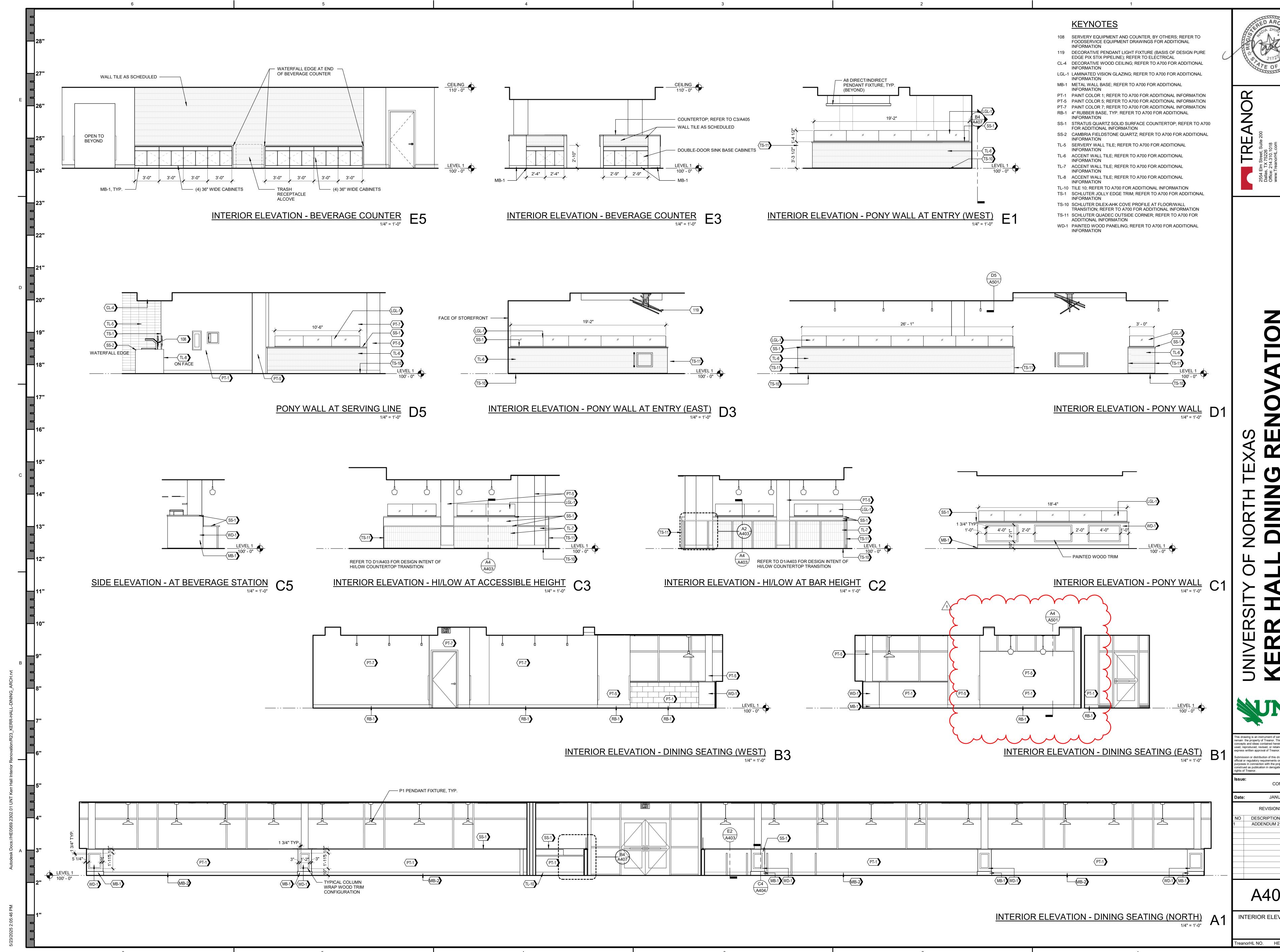
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JANUARY 30, 2025



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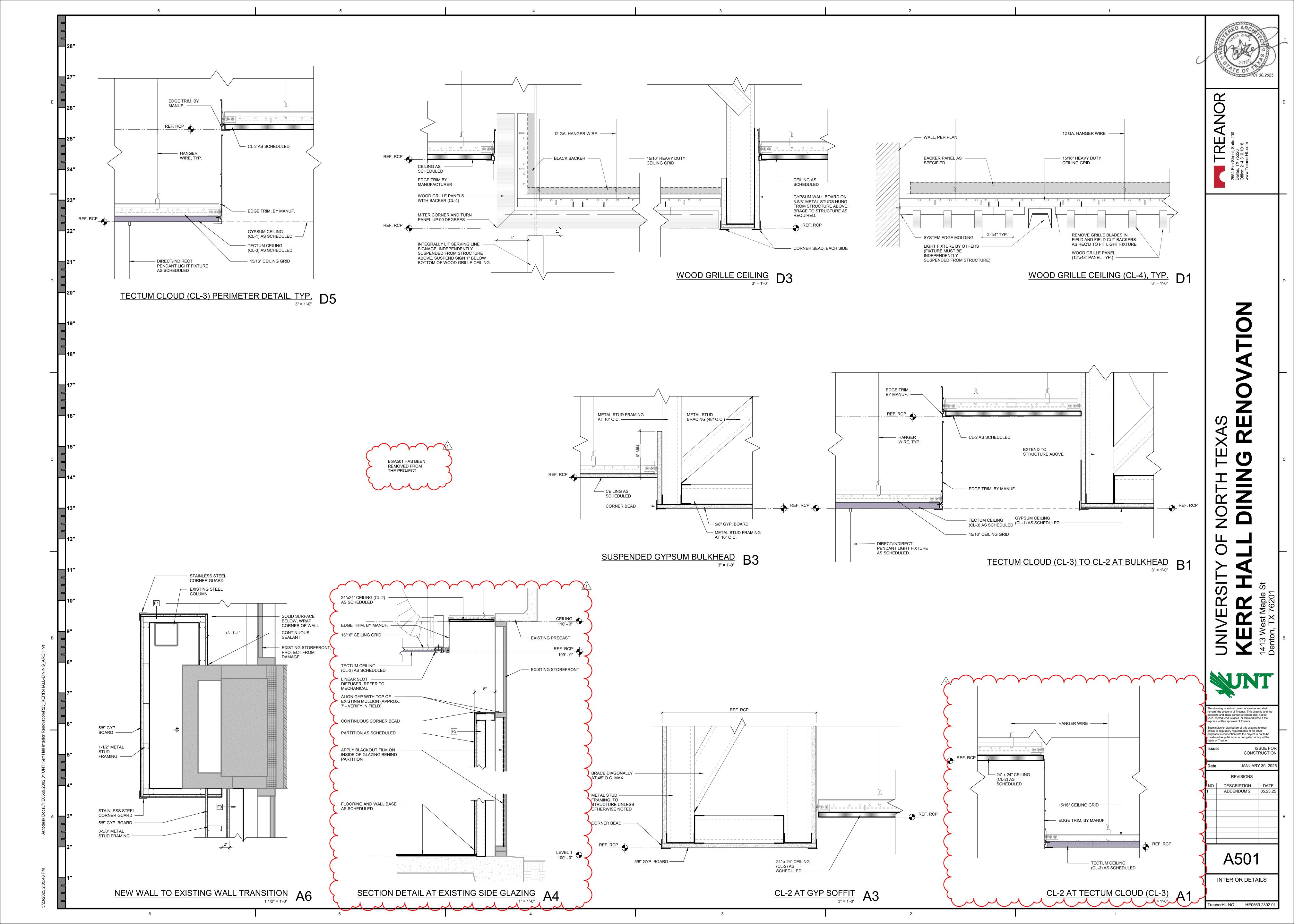
ISSUE FOR CONSTRUCTION REVISIONS

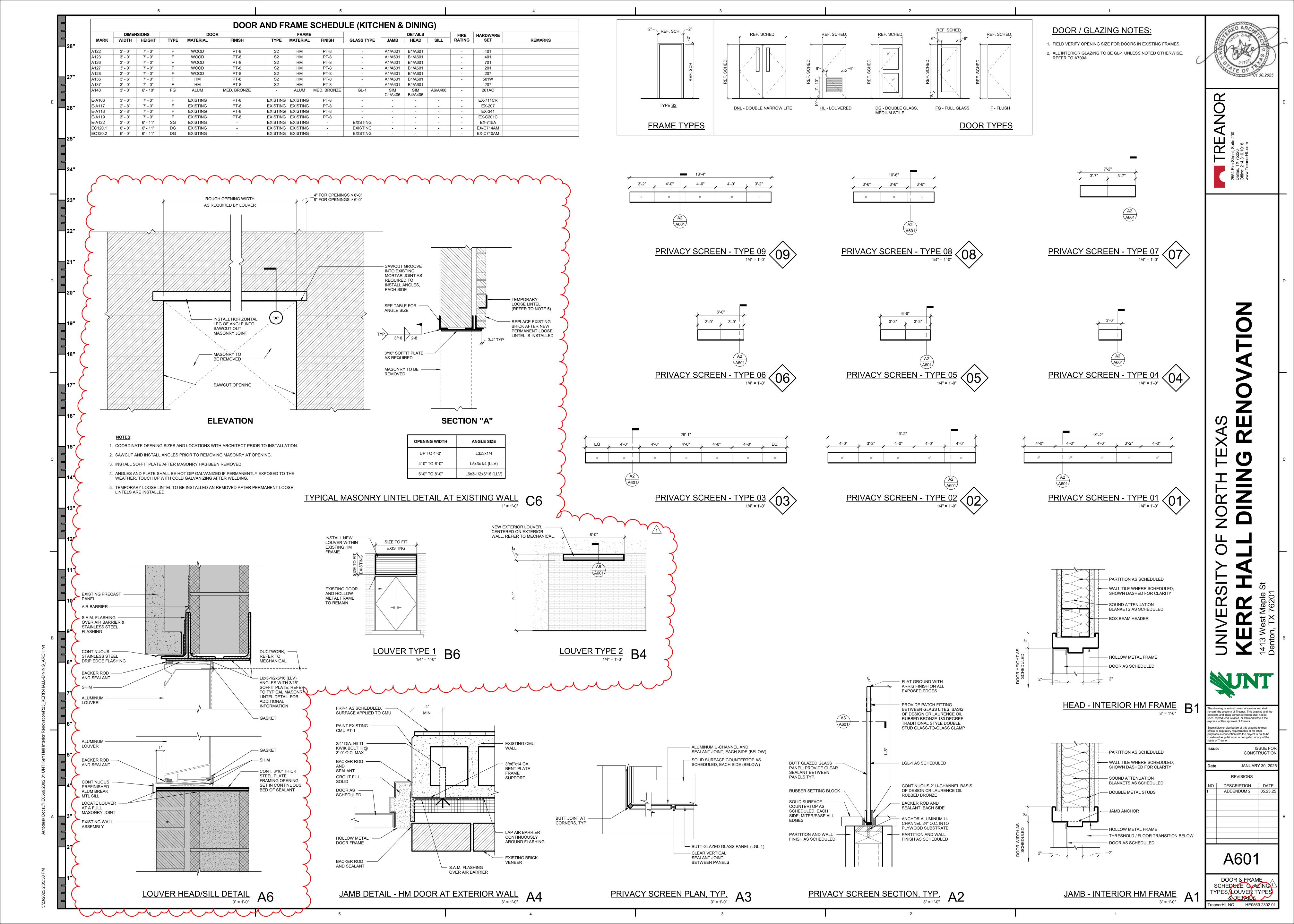
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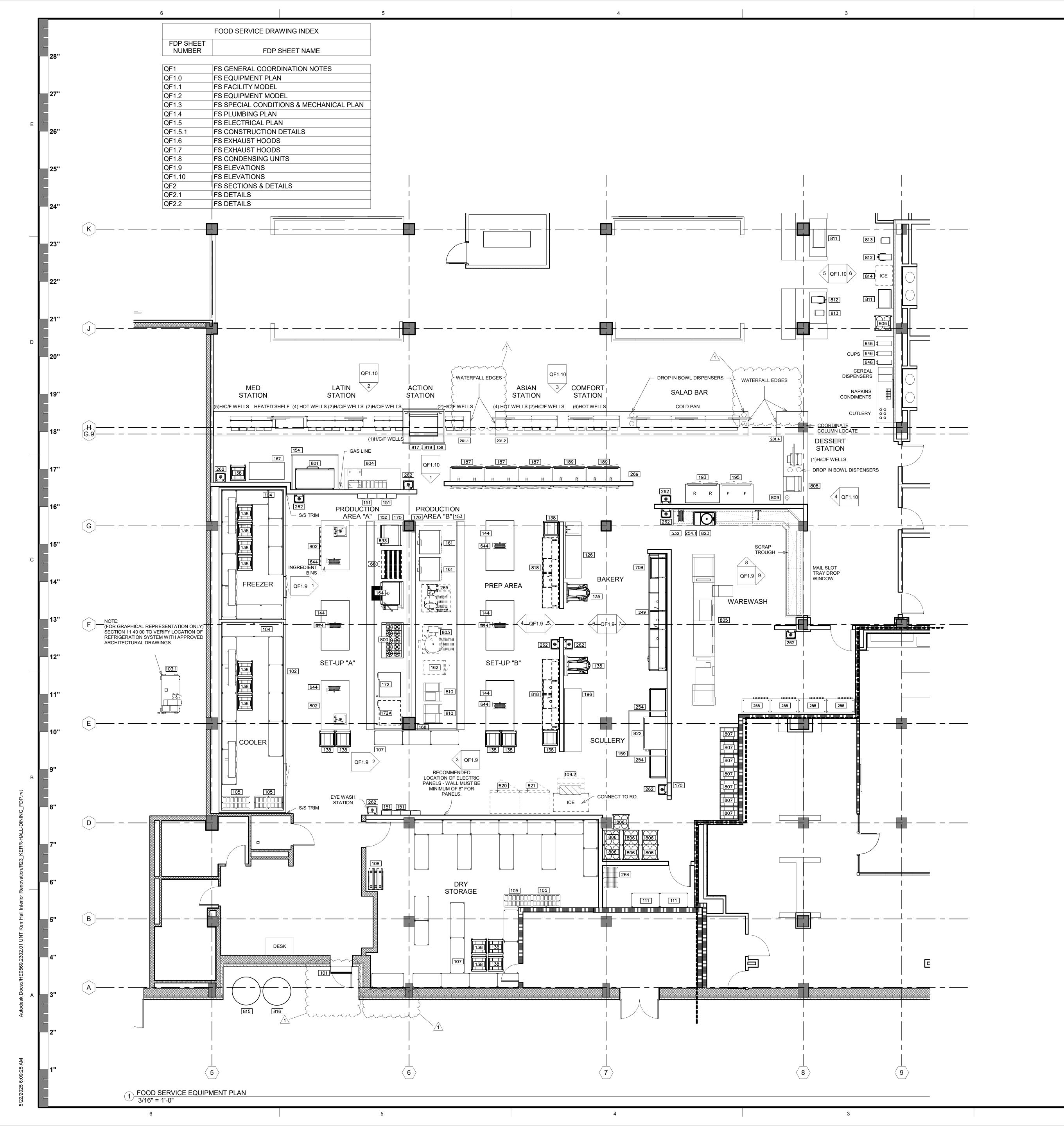
A408

INTERIOR ELEVATIONS

TreanorHL NO. HE0569.2302.01







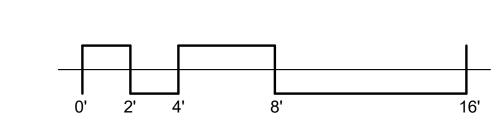
FOOD SERVICE EQUIPMENT SCHEDULE - KITCHEN

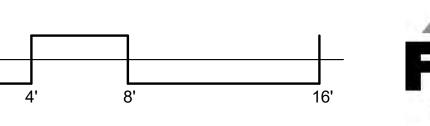
| REFER TO | O SHEET QF | 1 FOR GENERAL CONTRACTOR & HEALTH DEPARTME | NT COORDINATION NO |
|----------|------------|--|--------------------|
| FDP ITEM | FDP QTY | FDP DESCRIPTION | FDP REMARKS |

| | | | FDP REMARKS |
|--|--|--|---|
| | | T | |
| 101 | 1 | AIR SCREEN | |
| 102 | 1 | COLD STORAGE ASSEMBLY | |
| 103.1 | 1 | COLD STORAGE REFRIGERATION SYSTEM | VERIFY LOCATION |
| 104 | 2 | COLD STORAGE SHELVING | OWNER FURNISHED |
| 105 | 4 | DUNNAGE RACK | OWNER FURNISHED |
| | | | |
| 107 | 2 | DRY STORAGE SHELVING | OWNER FURNISHED |
| 108 | 1 | CAN RACK | OWNER FURNISHED |
| 109.2 | 1 | ICE MACHINE | EXISTING / RELOCATE |
| 111 | 2 | CHEMICAL SHELF | OWNER FURNISHED |
| 126 | 1 | BACK COUNTER | OVVINEIT ORTHORIES |
| | | | |
| 135 | 2 | 60 QUART MIXER | EXISTING / RELOCATE |
| 138 | 18 | PAN RACK | OWNER FURNISHED |
| 144 | 4 | WORKTABLE W/DBL.BAR UT.RACK | |
| 151 | 4 | FIRE PROTECTION SYSTEM | |
| 152 | 1 | EXHAUST HOOD | |
| | | | |
| 153 | 1 | EXHAUST HOOD | |
| 154 | 1 | EXHAUST HOOD | |
| 158 | 1 | ISLAND EXHAUST HOOD | |
| 159 | 1 | CONDENSATE HOOD | |
| 161 | 2 | CONVECTION OVEN | |
| | | | EVICTING / DEL COATE |
| 162 | 1 | DBL CONVECTION STEAMER - GAS | EXISTING / RELOCATE |
| 164 | 1 | 40 GAL. TILT BRAISING PAN-GAS MANUAL TILT | |
| 167 | 1 | MOBILE PIZZA CUTTING TABLE | |
| 168 | 1 | S/S WALL CAP | |
| 170 | 3 | S/S WALL PANEL | |
| | | | |
| 172 | 1 | COMBI OVEN | |
| 172A | 1 | COMBI OVEN | EXISTING / RELOCATE |
| 187 | 3 | PASS-THRU HEATED CABINET- 2DR | |
| 189 | 2 | PASS-THRU REFRIGERATOR - 2DR | |
| 193 | 1 | REACH-IN REFRIGERATOR - 2DR | |
| | - | | |
| 195 | 1 | REACH-IN FREEZER - 2DR | |
| 196 | 1 | BACK COUNTER | |
| 201.1 | 1 | HOT ACTION COUNTER | |
| 201.2 | 1 | HOT SERVICE COUNTER | |
| | | DESSERT COUNTER | |
| 201.4 | 1 | | |
| 249 | 1 | THREE COMPARTMENT SINK W/DISPOSER | |
| 254 | 2 | SOILED & CLEAN DISHTABLE | |
| 254.1 | 1 | MAIL SLOT DISHTABLE | |
| 255 | 4 | MOBILE DRYING RACK | |
| 262 | 10 | HAND SINK | |
| | | | |
| | | REVERSE OSMOSIS SYSTEM & RACK | |
| | 1 | | |
| | 1 | 40 GAL. TILT KETTLE | EXISTING / RELOCATE |
| 265 | | 40 GAL. TILT KETTLE S/S CORNER GUARDS | EXISTING / RELOCATE |
| 265 269 | 1 | | EXISTING / RELOCATE |
| 265 269 532 | 1 1 1 | S/S CORNER GUARDS HOSE REEL | EXISTING / RELOCATE |
| 265 269 532 633 | 1 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND | |
| 265 269 532 633 644 | 1 1 1 1 6 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL | PROVIDED BY DIV. 26 |
| 265 269 532 633 644 | 1 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND | |
| 265 269 532 633 644 646 | 1 1 1 1 6 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL | PROVIDED BY DIV. 26 |
| 265 269 532 633 644 646 660 | 1 1 1 1 6 3 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER | PROVIDED BY DIV. 26 OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 | 1 1 1 1 6 3 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR | PROVIDED BY DIV. 26 OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 | 1 1 1 1 6 3 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE | PROVIDED BY DIV. 26 OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 800 | 1 1 1 1 6 3 1 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN | PROVIDED BY DIV. 26 OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 800 | 1 1 1 1 6 3 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE | PROVIDED BY DIV. 26 OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 800 801 | 1 1 1 1 6 3 1 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN | PROVIDED BY DIV. 26 OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 800 801 802 803 | 1 1 1 6 3 1 1 1 1 2 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE |
| 265 269 532 633 644 646 660 708 800 801 802 803 | 1 1 1 1 6 3 1 1 1 1 2 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE |
| 265 269 532 633 644 646 660 708 800 801 802 803 804 | 1 1 1 6 3 1 1 1 2 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE FLIGHT TYPE DISHMACHINE | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE EXISTING / RELOCATE |
| 265 269 532 633 644 646 660 708 800 801 802 803 804 805 | 1 1 1 1 6 3 1 1 1 1 2 1 1 1 1 8 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE FLIGHT TYPE DISHMACHINE POKER CHIP DOLLY | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE EXISTING / RELOCATE OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 800 801 802 803 804 805 | 1 1 1 6 3 1 1 1 2 1 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE FLIGHT TYPE DISHMACHINE | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE EXISTING / RELOCATE |
| 265 269 532 633 644 646 660 708 800 801 802 803 804 805 806 | 1 1 1 1 6 3 1 1 1 1 2 1 1 1 1 8 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE FLIGHT TYPE DISHMACHINE POKER CHIP DOLLY | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE EXISTING / RELOCATE OWNER FURNISHED |
| 265 269 532 633 644 646 660 708 800 801 802 803 804 805 806 807 | 1 1 1 6 3 1 1 1 1 2 1 1 1 1 8 7 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE FLIGHT TYPE DISHMACHINE POKER CHIP DOLLY GLASS RACK DOLLY | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE EXISTING / RELOCATE OWNER FURNISHED |
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| 265 269 532 633 644 646 660 708 800 801 802 803 804 805 806 807 808 809 810 811 812 813 | 1 1 1 6 3 1 1 1 1 2 1 1 1 1 8 7 1 1 1 2 2 1 | S/S CORNER GUARDS HOSE REEL GRIDDLE W/ STAND ELECTRIC CORD REEL CUP DISPENSER CHARBROILER SCRAP COLLECTOR 10 BURNER RANGE DECK OVEN WORKTABLE W-SINK KETTLE 60 GALLON MARBLE TOP PIZZA PREP TABLE FLIGHT TYPE DISHMACHINE POKER CHIP DOLLY GLASS RACK DOLLY ICE CREAM DIPPING CABINET DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE | PROVIDED BY DIV. 26 OWNER FURNISHED EXISTING / RELOCATE EXISTING / RELOCATE OWNER FURNISHED OWNER FURNISHED PURVEYOR PROVIDED PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE |
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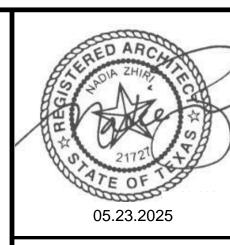
ADDENDUM 2 REVISIONS ON THIS SHEET

- ADDED WATERFALL EDGES TO SERVING COUNTERS
- REMOVED CANOPY AT RECEIVING DOOR
- REMOVED HOSE BIBB AT LOADING DOCK
- REVISED SIZE OF AIR SCREEN AT RECEIVING DOOR









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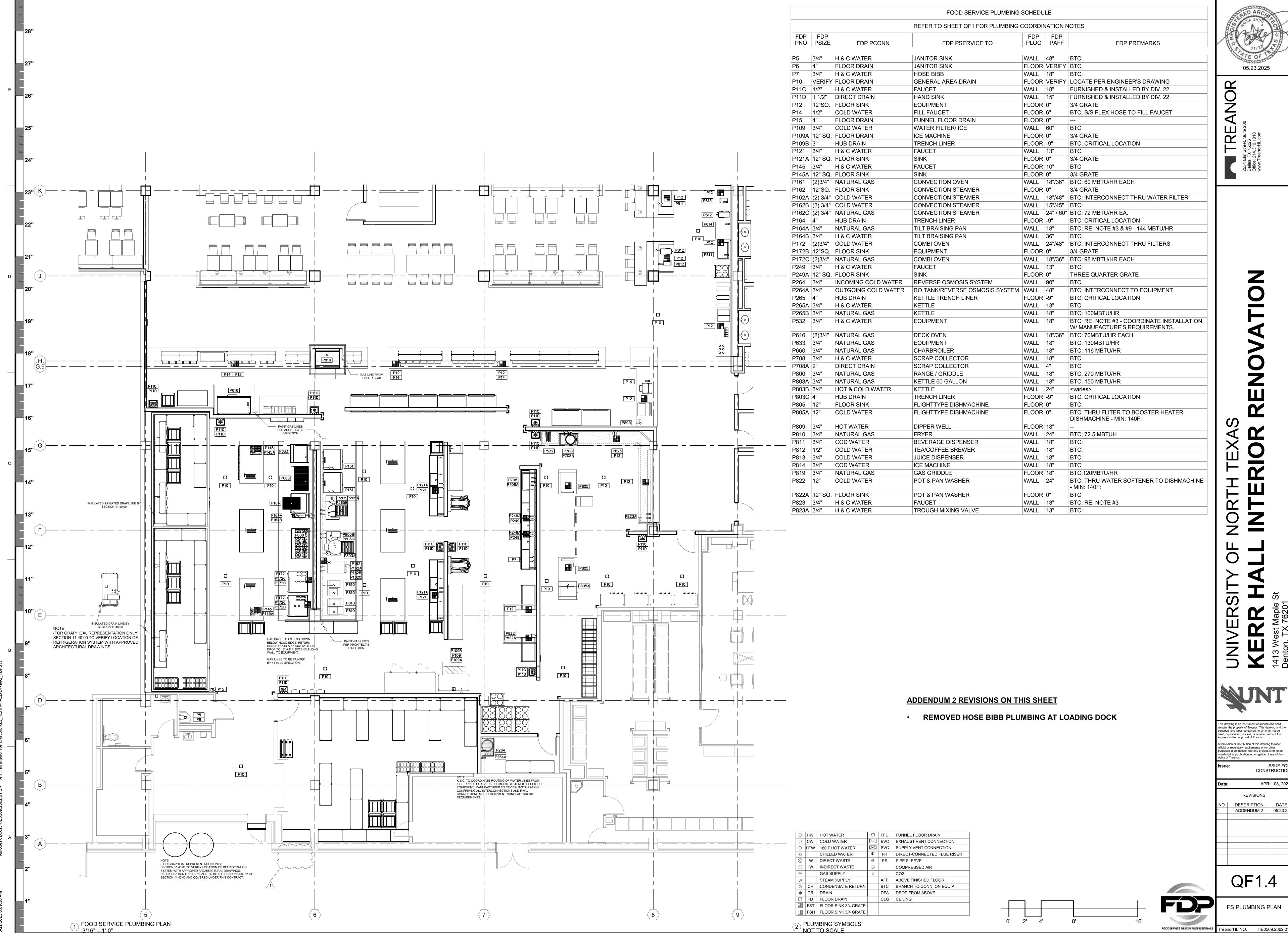
CONSTRUCTION

REVISIONS DESCRIPTION DATE
ADDENDUM 2 05.23.25

QF1.0

FS EQUIPMENT PLAN

FOODSERVICE DESIGN PROFESSIONALS TreanorHL NO. HE0569.2302.01





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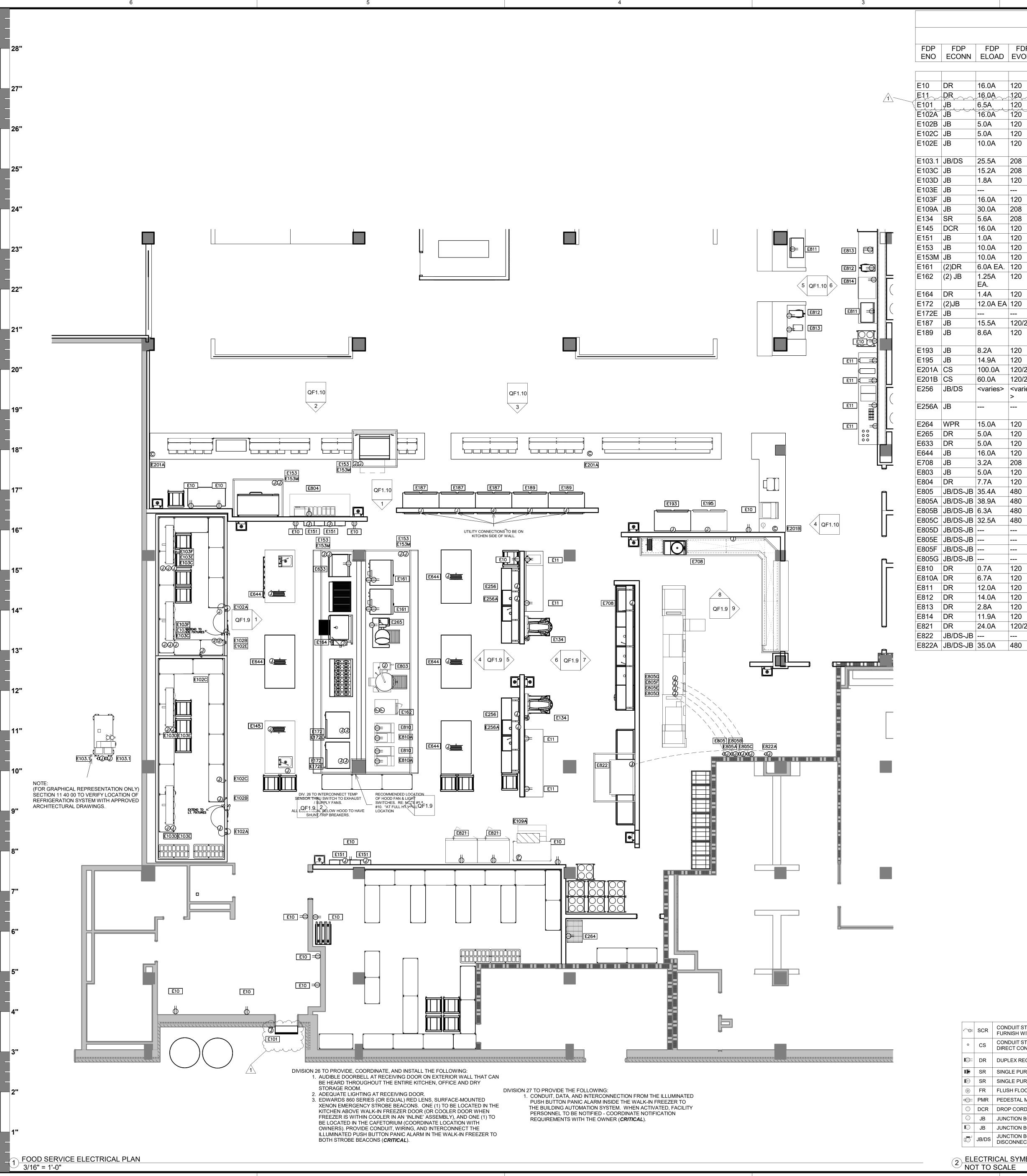
remain the property of Treanor. This drawing and the concepts and ideas contained herein shall not be onstrued as publication in derogation of any of the

CONSTRUCTION

REVISIONS DESCRIPTION ADDENDUM 2 05.23.2

QF1.4

FS PLUMBING PLAN



| REFER TO SHEET QF1 FOR ELE | ECTRICAL COORDINATION NOT |
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| | | REFER TO SHEET QF1 FOR ELECTE | RICAL COC | RDINATI | ON NOTES |
|----|-----|-------------------------------|-----------|---------|-------------|
| Ρ | FDP | | FDP | FDP | |
| ΙT | FPH | FDP ESERVICE TO | FLOC | FAFF | FDP FREMARK |

| ECONN | ELOAD | EVOLT | EPH | FDP ESERVICE TO | ELOC | EAFF | FDP EREMARKS |
|--|-------|-------|-----|----------------------|--------|--------|--|
| | | | | | | | |
| | | | | | | | |
| DR | 16.0A | 120 | 1 | CONVENIENCE OUTLET | WALL | 24" | |
| DR | 16.0A | 120 | 1 | CONVENIENCE OUTLET | WALL | 47" | MOUNT HORIZONTAL |
| JB , , , , | 6.5A | 120 | 1 | AIR SCREEN | WALL | 82" | BTC; MAGNETIC REED SWITCH ON DOOR JAMB & DOOR |
| JB The state of th | 16.0A | 120 | 1 | DOOR HEATER/LIGHTS | CLG | DFA | BTC |
| JB | 5.0A | 120 | 1 | TEMP. ALARM | CLG | DFA | BTC |
| JB | 5.0A | 120 | 1 | PRESSURE RELIEF PORT | CLG | DFA | BTC |
| JB | 10.0A | 120 | 1 | PANIC ALARM BUTTON | CLG | | BTC-INTERCONNECT TO STROBE LIGHT/HORN ABOVE FREEZER DOOR AND IN CAFETORIUM |
| JB/DS | 25.5A | 208 | 1 | REFRIGERATION SYSTEM | VFRIFY | VFRIFY | VERIFY REQUIREMENTS |

| E11 | | 16.0A | 120 | 1~~ | CONVENIENCE OUTLET | | 47" | MOUNT HORIZONTAL |
|--------|----------|-------------------|---------|---------------------------|-----------------------------------|--------|---------|--|
| E101 | | 6.5A | 120 | 1 | AIR SCREEN | WALL | 82" | BTC; MAGNETIC REED SWITCH ON DOOR JAMB & DOOR |
| E102A | JB | 16.0A | 120 | 1 | DOOR HEATER/LIGHTS | CLG | DFA | BTC |
| E102B | JB | 5.0A | 120 | 1 | TEMP. ALARM | CLG | DFA | BTC |
| E102C | JB | 5.0A | 120 | 1 | PRESSURE RELIEF PORT | CLG | DFA | BTC |
| E102E | JB | 10.0A | 120 | 1 | PANIC ALARM BUTTON | CLG | DFA | BTC-INTERCONNECT TO STROBE LIGHT/HORN ABOVE FREEZER DOOR AND IN CAFETORIUM |
| E103.1 | JB/DS | 25.5A | 208 | 1 | REFRIGERATION SYSTEM | VERIFY | VERIFY | VERIFY REQUIREMENTS |
| E103C | JB | 15.2A | 208 | 1 | FREEZER COIL | CLG | DFA | BTC |
| E103D | JB | 1.8A | 120 | 1 | COOLER COIL | CLG | DFA | ВТС |
| E103E | JB | | | | DATA CONNECTION | CLG | DFA | BTC; RUN TO NEAREST IDF / MDF ROOM |
| E103F | | 16.0A | 120 | 1 | DRAIN LINE HEATER | CLG | DFA | BTC; DEDICATED CIRCUIT |
| E109A | | 30.0A | 208 | 1 | ICE MACHINE | WALL | 54" | |
| | | 5.6A | 208 | 3 | 40 QT MIXER | | 54" | BTC; |
| E145 | DCR | 16.0A | 120 | 1 | TABLE RECEPTACLE | CLG | 84" | TWISTLOCK PLUG & RECEPTACLE |
| E151 | JB | 1.0A | 120 | 1 | FIRE PROT. SYSTEM | CLG | DFA | BTC; |
| E153 | JB | 10.0A | 120 | 1 | HOOD LIGHTS | CLG | DFA | BTC; |
| E153M | | 10.0A | 120 | 1 | HEAT SENSOR | CLG | DFA | BTC; |
| | | | 120 | 1 | CONVECTION OVEN | | 24"/48" | SHUNT TRIP BREAKER |
| E162 | (2) JB | 1.25A | 120 | 1 | CONVECTION STEAMER | | | SHUNT TRIP BREAKER |
| L 102 | ` ' | EA. | 120 | ' | CONVECTION OF LAWLER | VVALL | 24 / 00 | OHOW THE BREAKER |
| E164 | DR | 1.4A | 120 | 1 | TILT BRAISING PAN | WALL | 24" | SHUNT TRIP BREAKER |
| E172 | (2)JB | 12.0A EA | 120 | 1 | COMBI OVEN | WALL | 24"/48" | BTC; SHUNT TRIP BREAKER |
| E172E | JB | | | | DATA CONNECTION | CLG | DFA | BTC; RUN TO NEAREST IDF / MDF ROOM |
| E187 | JB | 15.5A | 120/208 | 1 | HEATED CABINET | WALL | 96" | BTC; MOUNT ON KITCHEN SIDE |
| E189 | JB | 8.6A | 120 | 1 | REFRIGERATOR | WALL | 96" | BTC; MOUNT ON KITCHEN SIDE - OMIT PLUG. UNIT TO BE HARDWIRED. |
| E193 | JB | 8.2A | 120 | 1 | REFRIGERATOR | WALL | 84" | BTC; OMIT PLUG. UNIT TO BE HARDWIRED. |
| E195 | JB | 14.9A | 120 | 1 | FREEZER | WALL | 96" | BTC; OMIT PLUG, UNIT TO BE HARDWIRED |
| E201A | CS | 100.0A | 120/208 | 3 | LOAD CENTER | FLOOR | 6" | BTC; |
| E201B | CS | 60.0A | 120/208 | 3 | LOAD CENTER | FLOOR | 6" | BTC; |
| E256 | JB/DS | <varies></varies> | | <vari es></vari | POWERWASH SINK | WALL | 54" | <varies></varies> |
| E256A | JB | | | | POWERWASH SINK | WALL | 24" | BTC; RE: NOTE #4 - CONNECT FROM E256THRU C.P. TO PUMP |
| E264 | WPR | 15.0A | 120 | 1 | REVERSE OSMOSIS SYSTEM | WALL | 80" | BTC; DEDICATED CIRCUIT |
| E265 | DR | 5.0A | 120 | 1 | KETTLE | WALL | 24" | SHUNT TRIP BREAKER |
| E633 | DR | 5.0A | 120 | 1 | GRIDDLE | WALL | 24" | SHUNT TRIP BREAKER |
| E644 | JB | 16.0A | 120 | 1 | ELECTRIC CORD REEL | CLG | VERIFY | BTC; PROVIDED AND INSTALLED BY DIV. 26 |
| E708 | JB | 3.2A | 208 | 3 | SCRAP COLLECTOR | WALL | 24" | BTC - CONNECT THRU C.P. TO SCRAP COLLECTOR |
| E803 | JB | 5.0A | 120 | 1 | TILT BRAISING PAN | WALL | 24" | SHUNT TRIP BREAKER |
| E804 | DR | 7.7A | 120 | 1 | PIZZA PREP TABLE | WALL | 24" | |
| E805 | JB/DS-JB | 35.4A | 480 | 3 | WASH HEATER & PUMP STATION | | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| | JB/DS-JB | | | 3 | POWER RINSE HEATER & PUMP STATION | | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| E805B | | | | 3 | MOTORS, PRE-WASH PUMP & CONTROLS | | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| E805C | | | | 3 | BOOSTER OPTION | | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| E805D | | | | | WASH HEATER & PUMP STATION | | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| | JB/DS-JB | | | | POWER RINSE HEATER & PUMP STATION | WALL | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| | JB/DS-JB | | | | MOTORS, PRE-WASH PUMP & CONTROLS | WALL | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| E805G | JB/DS-JB | | | | BOOSTER OPTION | WALL | 66" | BTC; EXTEND FROM JB/DS AT NEAREST WALL |
| E810 | DR | 0.7A | 120 | 1 | FRYER | WALL | 24" | ВТС |
| E810A | | 6.7A | 120 | 1 | FRYER | | 24" | ВТС |
| | | 12.0A | 120 | 1 | BEVERAGE DISPENSER | | 24" | |
| E812 | DR | 14.0A | 120 | 1 | TEA/COFFEE BREWER | | 24" | MOUNT HORIZONTAL |
| | | 0.04 | 100 | 4 | HUGE DIODENCED | 10/01/ | | MOLINIT LIQUIZONITAL |

ADDENDUM 2 REVISIONS ON THIS SHEET

JUICE DISPENSER

POT & PAN WASHER

POT & PAN WASHER

ICE MACHINE

BLAST CHILLER

REVISED ELECTRICAL CONNECTION AT AIR SCREEN

| ~ ⊕ | SCR | CONDUIT STUB BTC ON RECEPT FURNISH WITH EQUIPMENT | | СС | CONDUIT FOR COMPUTER CABLES |
|--------------|-------|---|------------|-------|---|
| 0 | CS | CONDUIT STUB UP/OUT FOR DIRECT CONNECTION | | втс | BRANCH TO CONNECTION ON EQUIPMENT |
| | DR | DUPLEX RECEPTACLE | | WPR | WATERPROOF RECEPTACLE (SPRING COVER) |
| | SR | SINGLE PURPOSE RECEPTACLE-1PH | / | FPB | FIRE PROTECTION BUZZER |
| | SR | SINGLE PURPOSE RECPTACLE-3PH | \otimes | BSC | BEVERAGE SYSTEM CONDUIT |
| 0 | FR | FLUSH FLOOR RECEPTACLE | | DFA | DROP FROM ABOVE |
| _ | PMR | PEDESTAL MOUNTED RECEPTACLE | | AFF | ABOVE FINISH FLOOR |
| 0 | DCR | DROP CORD RECEPTACLE | o ① | CS/JB | JUNCTION BOX ON PEDESTAL |
| 0 | JB | JUNCTION BOX ON CEILING | \$ | SW | SWITCH |
| | JB | JUNCTION BOX IN WALL | | D | DATA |
| Ō | JB/DS | JUNCTION BOX WITH DISCONNECT BY DIV.26 | | | |

MOUNT HORIZONTAL

BTC; EXTEND FROM JB/DS AT NEAREST WALL

BTC; EXTEND FROM JB/DS AT NEAREST WALL

WALL 24"

WALL 24"

WALL 66"



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CONSTRUCTION

REVISIONS DESCRIPTION DATE ADDENDUM 2 05.23.25

QF1.5

FS ELECTRICAL PLAN

FOODSERVICE DESIGN PROFESSIONALS TreanorHL NO. HE0569.2302.01

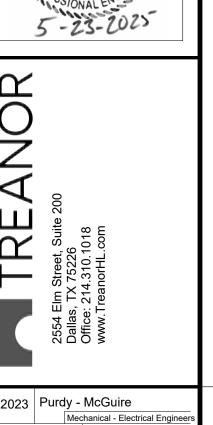
2 ELECTRICAL SYMBOLS

ANITOR (EXISTING)

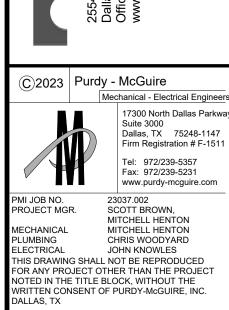
<u>E-AHU-A1-1</u>

1 LEVEL 1 MECHANICAL DEMO PLAN - DINING 1/8" = 1'-0"

REVISION SUMMARY: - DEMO SHEET ADDED TO ELABORATE SCOPE.



D. SCOTT BROWN 89097





OF NORTH TEXAS

| | OF NORTH | TEXAS° | | | | |
|---|-------------|------------------------|--|--|--|--|
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| Issue | | ISSUE FOR CONSTRUCTION | | | | |
| Date: JANUARY 30, 2 | | Y 30, 2025 | | | | |
| REVISIONS | | | | | | |
| NO | DESCRIPTION | DATE | | | | |
| 4 | ADDENDUMA | 05 00 05 | | | | |

CONSTRUCTION

Date: JANUARY 30, 2025

REVISIONS

NO DESCRIPTION DATE
ADDENDUM 2 05.23.25

iDM201B

LEVEL 1 MECHANICAL DEMOLITION PLAN -DINING

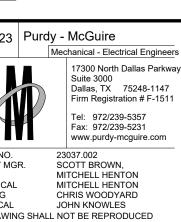
REVISION SUMMARY: - REVISED LOUVER SIZE AND TYPE. - REVISED KEYED NOTE 3. - REVISED RELIEF LOUVER SIZE AND LOCATION. - REVISED REF-K-1 AND REVISED DUCT ROUTING.
- REVISED KEYED NOTE 5.
- ADDED KEYED NOTE 17.



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REVISIONS

DESCRIPTION DATE ADDENDUM 2 05.23.2

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LEVEL 1 MECHANICAL PLAN - DINING

reanorHL NO. HE0569.2302.0

KEY PLAN

NO WORK

KITCHEN & DINING

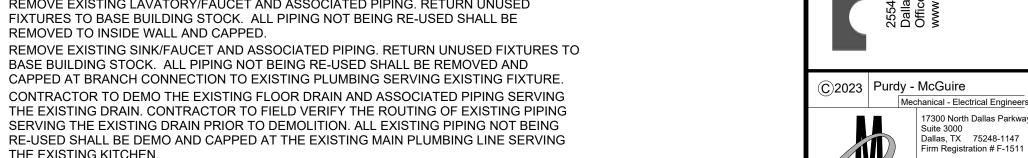
LOBBY

NO/ WORK/



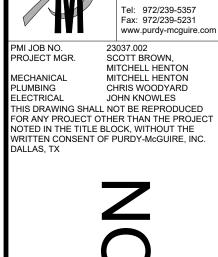
THE EXISTING KITCHEN.

- 1 REMOVE EXISTING WATER COLEST/FLUSH VALVE AND STORE FOR RE-USE. ALL PIPING NOT BEING RE-USED SHALL BE REMOVED TO INSIDE WALL AND CAPPED.
- 2 REMOVE EXISTING LAVATORY/FAUCET AND ASSOCIATED PIPING. RETURN UNUSED FIXTURES TO BASE BUILDING STOCK. ALL PIPING NOT BEING RE-USED SHALL BE
- REMOVED TO INSIDE WALL AND CAPPED. 3 REMOVE EXISTING SINK/FAUCET AND ASSOCIATED PIPING. RETURN UNUSED FIXTURES TO
- CAPPED AT BRANCH CONNECTION TO EXISTING PLUMBING SERVING EXISTING FIXTURE. 4 CONTRACTOR TO DEMO THE EXISTING FLOOR DRAIN AND ASSOCIATED PIPING SERVING THE EXISTING DRAIN. CONTRACTOR TO FIELD VERIFY THE ROUTING OF EXISTING PIPING SERVING THE EXISTING DRAIN PRIOR TO DEMOLITION. ALL EXISTING PIPING NOT BEING
- THE EXISTING FLOOR SINK. CONTRACTOR TO FIELD VERIFY THE ROUTING OF EXISTING PIPING SERVING THE EXISTING FLOOR SINK PRIOR TO DEMOLITION. ALL EXISTING PIPING NOT BEING RE-USED SHALL BE DEMO AND CAPPED AT THE EXISTING MAIN PLUMBING LINE
- 6 CONTRACTOR TO DEMO ALL EXISTING GREASE WASTE PIPING SERVING THE EXISTING KITCHEN DRAINS UP TO THIS LOCATION AND CAP FOR FUTURE USE AT THE EXISTING
- 7 CONTRACTOR TO DEMO ALL EXISTING SANITARY SEWER PIPING SERVING THE EXISTING KITCHEN DRAINS UP TO THIS LOCATION AND CAP FOR FUTURE USE AT THE EXISTING SANITARY SEWER MAIN PLUMBING LINE SERVING THE EXISTING KITCHEN.



5 CONTRACTOR TO DEMO THE EXISTING FLOOR SINK AND ASSOCIATED PIPING SERVING SERVING THE EXISTING KITCHEN.

GREASE WASTE MAIN PLUMBING LINE SERVING THE EXISTING KITCHEN.



ISSUE FOR CONSTRUCTION

REVISIONS

LEVEL 1 DEMO PLUMBING PLAN -

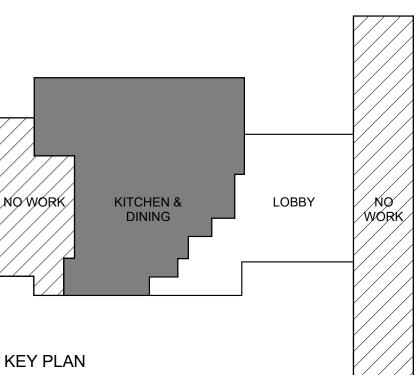
DINNING

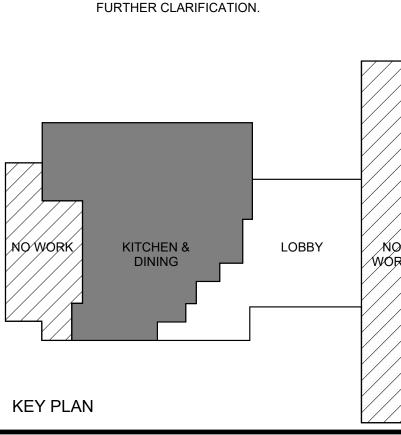
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DESCRIPTION DATE ADDENDUM 2 05.23.25

REVISION SUMMARY:

ADDED DEMO PLUMBING SHEET FOR







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PMI JOB NO. 23037.002
PROJECT MGR. SCOTT BROWN,
MITCHELL HENTON
MECHANICAL MITCHELL HENTON
PLUMBING CHRIS WOODYARD
ELECTRICAL JOHN KNOWLES
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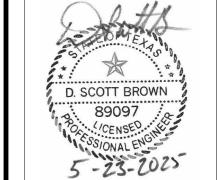
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NO/ WORK/

UNDERFLOOR PLUMBING PLAN -DINING FreanorHL NO. HE0569.2302.01



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SCOTT BROWN,
MITCHELL HENTON
MITCHELL HENTON
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LEVEL 1 PLUMBING PLAN

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LOBBY

/WORK/

REVISION SUMMARY:

PRINTED SHEET PER UPDATED TEXT

LOCATIONS ON UPDATED FOOD

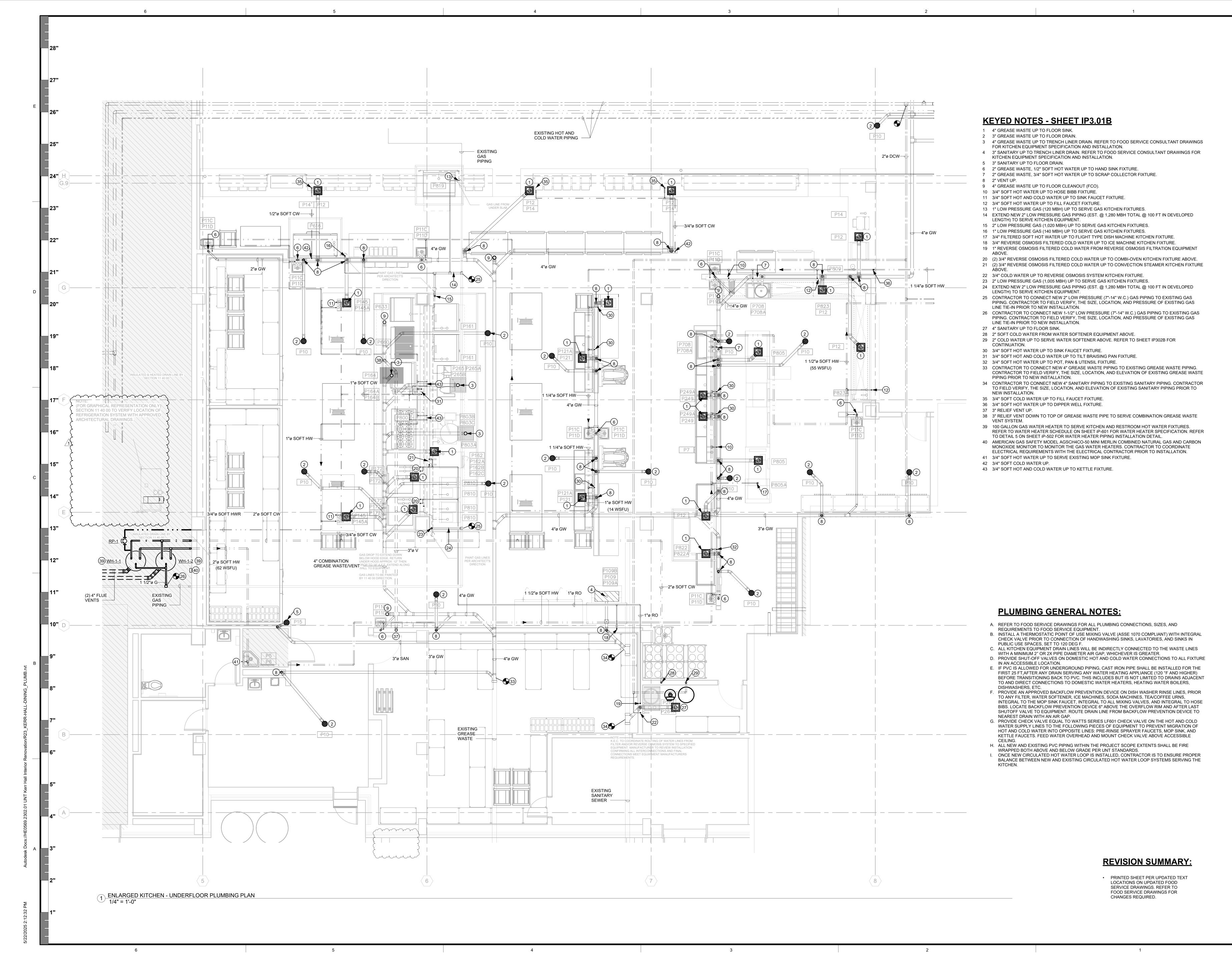
SERVICE DRAWINGS. REFER TO FOOD SERVICE DRAWINGS FOR

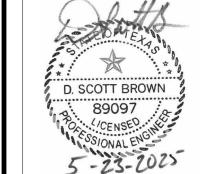
CHANGES REQUIRED.

KITCHEN &

NO WORK/

KEY PLAN





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www.purdy-mcguire.com SCOTT BROWN, MITCHELL HENTON MITCHELL HENTON CHRIS WOODYARD JOHN KNOWLES

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iP301B

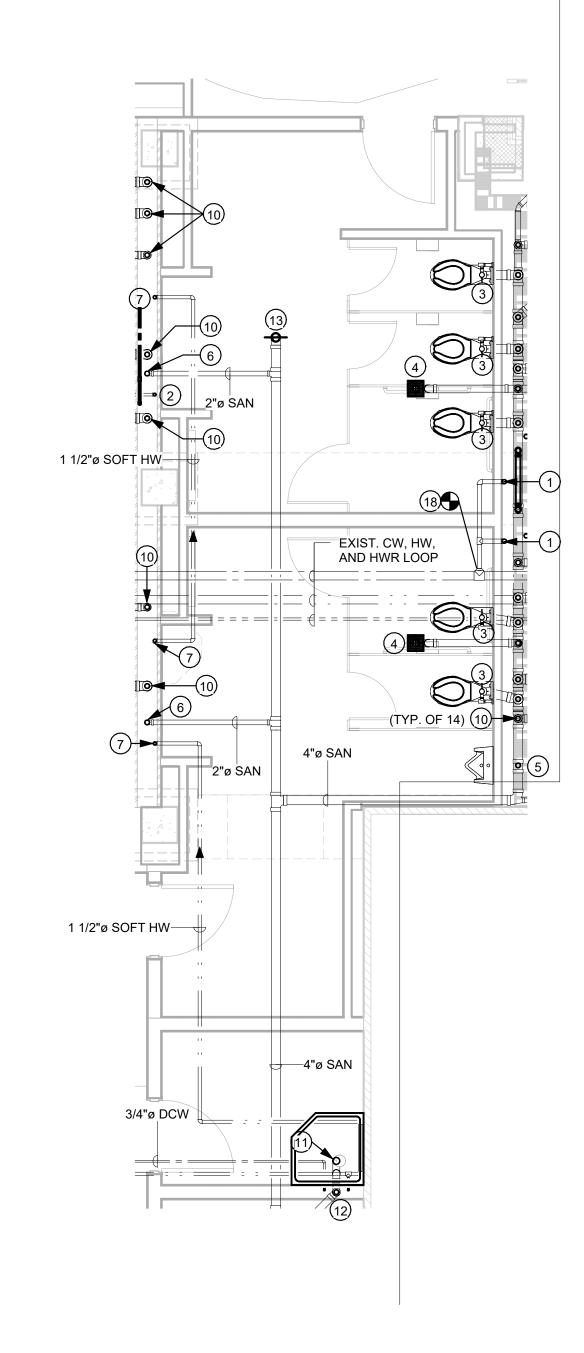
PLUMBING ENLARGED

reanorHL NO. HE0569.2302.0

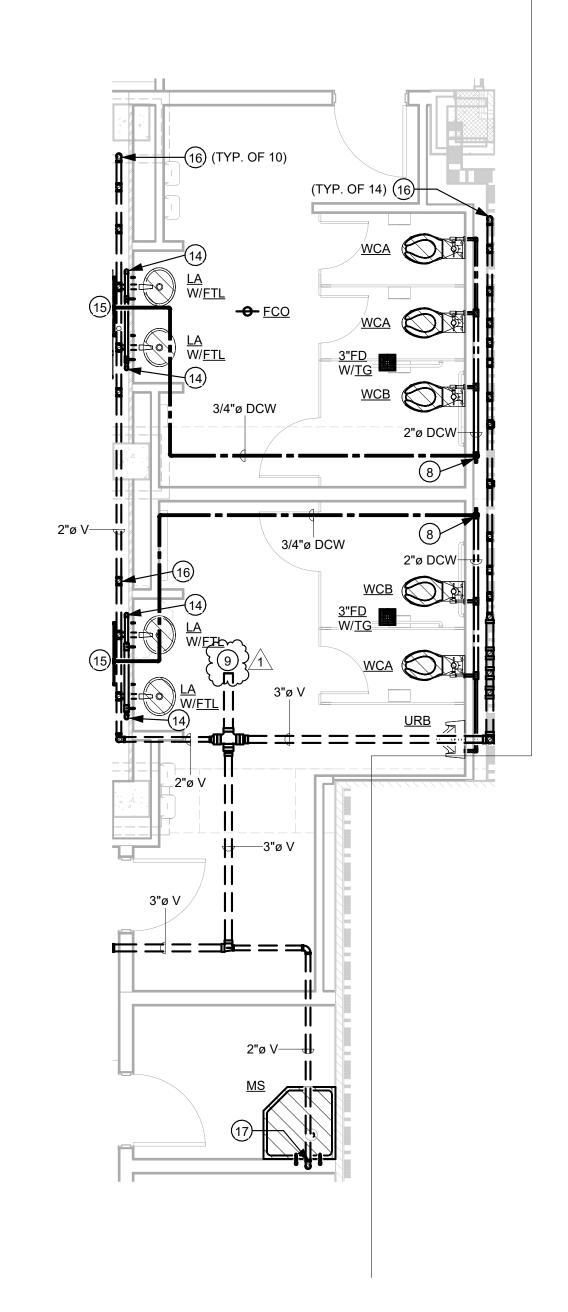
ISSUE FOR CONSTRUCTION DESCRIPTION DATE ADDENDUM 2 05.23.25

iP303B

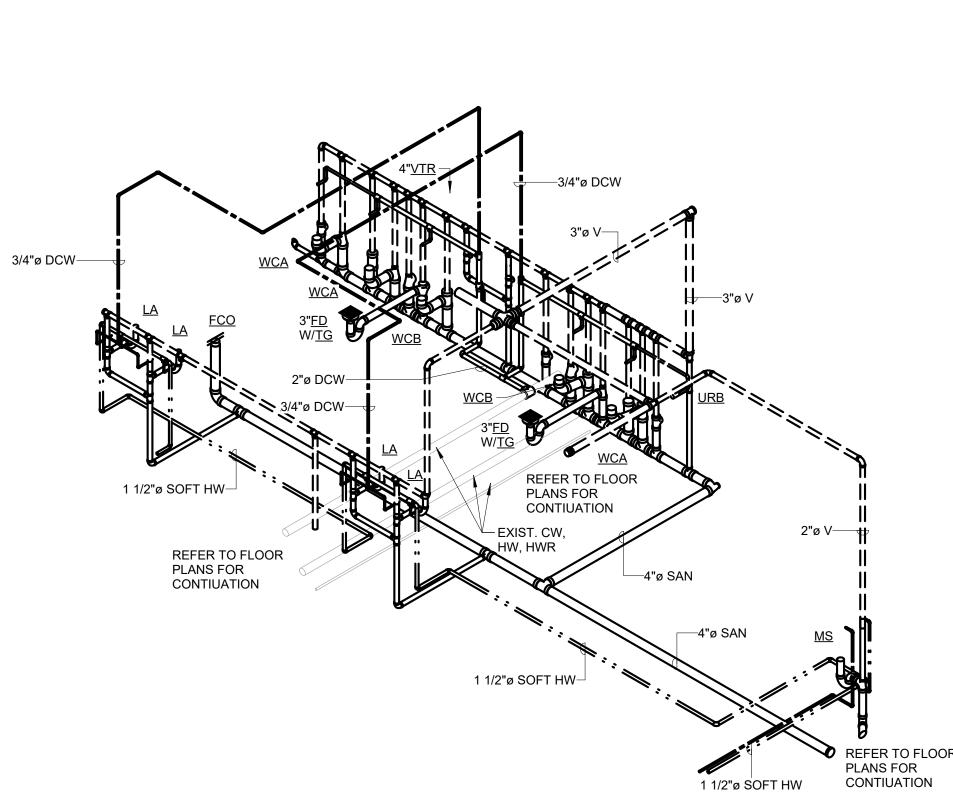
PLUMBING ENLARGED PLANS AND RISERS TreanorHL NO. HE0569.2302.01



1/4" = 1'-0" ENLARGED DINING - RESTROOM - UNDERFLOOR PLUMBING PLAN



2 ENLARGED DINING - RESTROOM - PLUMBING PLAN 1/4" = 1'-0"



(3) DINNING RESTROOMS - PLUMBING RISER

KEYED NOTES - SHEET IP3.03B

- 1 2" COLD WATER UP WITH ACCESSIBLE SHUT-OFF VALVE TO SERVE RESTROOM PLUMBING FIXTURES.
- 2 1-1/4" CIRCULATED HOT WATER LOOP UP TO SERVE LAVATORIES.
- 3 4" SANITARY UP TO FLOOR MOUNTED WATER CLOSET. 4 3" SANITARY UP TO FLOOR DRAIN.
- 5 2" SANITARY UP TO URINAL.
- 6 2" SANITARY UP TO SERVE LAVATORIES. 7 1-1/2" CIRCULATED HOT WATER LOOP UP TO SERVE LAVATORIES.
- 8 2" COLD WATER FROM BELOW, UP TO ACCESSIBLE SHUT-OFF VALVE AND EXTEND TO EXTEND NEW 4" VENT TO EXISTING VENT THRU ROOF. CONTRACTOR TO FIELD VERIFY SIZE AND LOCATION OF EXISTING VENT THRU ROOF PRIOR TO INSTALLATION. REFER TO
- DETAIL 11 ON SHEET IP501 FOR VENT THRU ROOF PIPING INSTALLATION REQUIREMENTS IF
- 11 3" SANITARY UP TO SERVE MOP SINK ON LEVEL ABOVE. 12 2" VENT, 3/4" HOT AND COLD WATER UP TO SERVE MOP SINK KITCHEN FIXTURE.
- 13 SANITARY UP TO FLOOR CLEANOUT (FCO).
- 14 2" CIRCULATED HOT WATER LOOP FROM BELOW, TO SERVE LAVATORIES.
- 15 3/4" COLD WATER DOWN TO SERVE LAVATORIES. 16 2" VENT DOWN.
- 17 2" VENT DOWN, 3/4" HOT AND COLD WATER FROM BELOW TO SERVE MOP SINK KITCHEN FXITURE.
- 18 CONNECT NEW 2" COLD WATER TO EXISTING COLD WATER. CONTRACTOR TO FIELD VERIFY THE LOCATION, SIZE, ELEVATION OF EXISTING COLD WATER PRIOR TO NEW INSTALLATION.

PLUMBING GENERAL NOTES:

- A. REFER TO FOOD SERVICE DRAWINGS FOR ALL PLUMBING CONNECTIONS, SIZES, AND
- REQUIREMENTS TO FOOD SERVICE EQUIPMENT. B. INSTALL A THERMOSTATIC POINT OF USE MIXING VALVE (ASSE 1070 COMPLIANT) WITH INTEGRAL
- CHECK VALVE PRIOR TO CONNECTION OF HANDWASHING SINKS, LAVATORIES, AND SINKS IN PUBLIC USE SPACES, SET TO 120 DEG F. C. PROVIDE SHUT-OFF VALVES ON DOMESTIC HOT AND COLD WATER CONNECTIONS TO ALL FIXTURE
- IN AN ACCESSIBLE LOCATION. D. IF PVC IS ALLOWED FOR UNDERGROUND PIPING, CAST IRON PIPE SHALL BE INSTALLED FOR THE FIRST 25 FT AFTER ANY DRAIN SERVING ANY WATER HEATING APPLIANCE (120 °F AND HIGHER) BEFORE TRANSITIONING BACK TO PVC. THIS INCLUDES BUT IS NOT LIMITED TO DRAINS ADJACENT
- TO AND DIRECT CONNECTIONS TO DOMESTIC WATER HEATERS, HEATING WATER BOILERS, DISHWASHERS, ETC.
- E. ALL NEW AND EXISTING PVC PIPING WITHIN THE PROJECT SCOPE EXTENTS SHALL BE FIRE WRAPPED BOTH ABOVE AND BELOW GRADE PER UNT STANDARDS. F. ONCE NEW CIRCULATED HOT WATER LOOP IS INSTALLED, CONTRACTOR IS TO ENSURE PROPER BALANCE BETWEEN NEW AND EXISTING CIRCULATED HOT WATER LOOP SYSTEMS SERVING THE

REVISION SUMMARY:

 REVISED VENT PIPING AND
 ASSOCIATED KEYED NOTE TO
 CONNECT TO EXISTING VENT THRU ROOF PER GC COMMENTS AND RESPONSES.

PLUMBING ROUGH-IN SIZES

PLANS PLANS

PLANS PLANS

REF: REF:
PLANS PLANS

REF: REF:
PLANS PLANS

REF: REF:
PLANS PLANS

REF: PLANS

REF: FDx REF:

EQUIP

WCA

WCB (ADA)

URA / URB(ADA)

FCO

WCO

TG

ACCEPTABLE

1 1/2"ø SOFT HW

HEIGHTS AND DIMENSIONED LOCATIONS PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL NOTES, SYMBOLS AND

DETAILS D. EXISTING CONDITIONS ARE BASED ON INFORMATION PROVIDED BY SITE SURVEY AND EXISTING DRAWINGS. HOWEVER, IT IS NOT INTENDED TO BE AN EXACT REPRESENTATION OF ACTUAL CONDITIONS. ELECTRICAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS (WHICH INCLUDE BUT ARE NOT LIMITED TO BREAKER SIZES, WIRE SIZES, CONDUIT SIZES, ETC.) PRIOR TO PURCHASING ANY ELECTRICAL EQUIPMENT, ELECTRICAL CONTRACTOR SHALL ALSO FIELD VERIFY PANELBOARDS TO MAKE SURE THE QUANTITY OF SPARES FOR CIRCUIT BREAKERS IS SUFFICIENT PER ENGINEERS DESIGN. ELECTRICAL CONTRACTOR SHALL VISIT JOB SITE PRIOR TO BIDDING TO ASCERTAIN EXISTING CONDITIONS AND SHALL NOTIFY

ARCHITECT OF ANY DISCREPANCIES PRIOR TO BID. CONTRACTOR SHALL COORDINATE WITH OTHER DISCIPLINES PRIOR TO ROUGH-IN. NO CONDUCTORS SMALLER THAN AWG #12 SHALL BE USED FOR POWER CIRCUITS GREATER THAN 24 VOLTS AC.

G. WHERE CONDUCTOR SIZES ARE NOTED ON DRAWINGS, THAT WIRE SIZE SHALL BE THROUGH THE ENTIRE RUN UNLESS NOTED OTHERWISE. H. ALL CONDUCTORS GREATER THAN 60' IN LENGTH SHALL BE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3% OVER THE TOTAL LENGTH OF THE CIRCUIT CALCULATED AT 80% OF FULL LOAD OF THE OVERCURRENT DEVICE PROTECTING THE CONDUCTOR. CONTRACTOR SHALL PROVIDE PIG-TAIL OR ENCLOSED TERMINATION BLOCKS AS

REQUIRED TO LAND CIRCUITS ON DEVICES OR EQUIPMENT. ALL CONDUCTORS SHALL BE COPPER UNLESS NOTED OTHERWISE NEUTRAL CONDUCTORS SHALL NOT BE SHARED BETWEEN MULTIPLE SINGLE PHASE CIRCUITS. EACH SINGLE PHASE CIRCUIT SHALL HAVE A FULL SIZE DEDICATED

NEUTRAL CONDUCTOR. K. ALL INTERIOR ELECTRICAL HOMERUNS FROM PANELBOARD TO FIRST J-BOX OR DEVICE SERVED SHALL BE IN EMT CONDUIT. THE CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE OWNER TO USE ANY AMOUNT OF MC CABLE (FLEXIBLE METAL CLAD CABLE). IF THE OWNER DOES ALLOW MC CABLE, IT IS ONLY ALLOWED FOR FINAL CONNECTIONS TO LIGHT FIXTURES IN THE PLENUM, OR FINAL CONNECTIONS TO 120V ELECTRICAL DEVICES IN THE WALLS. NO SEGMENT OF MC CABLE SHALL EVER EXCEED SIX FEET IN LENGTH. REFER TO SPECIFICATIONS FOR

ADDITIONAL INFORMATION AND RESTRICTIONS. ALL LOW VOLTAGE WIRING INSTALLED IN CEILING SPACE THAT IS ALSO USED IN AIR PLENUM SHALL BE PLENUM RATED CONDUCTOR. WHERE OWNER 'S CONSTRUCTION STANDARDS REQUIRE THAT LOW VOLTAGE WIRING BE RUN IN CONDUIT, CONDUIT SHALL BE PROPERLY LABELED AND SUPPORTED M. FLEXIBLE CONDUIT SHALL ONLY BE USED FOR LIGHTING FIXTURE WHIPS AND MOTOR

CONNECTION. ANY OTHER USE MUST FIRST BE ALLOWED IN WRITING BY THE ENGINEER PRIOR TO INSTALLATION. N. FLEXIBLE CONDUIT LONGER THAN SIX FEET SHALL NOT BE ALLOWED EXCEPT WHERE SPECIFICALLY AUTHORIZED IN WRITING. O. ALL SPARE CONDUITS AND EMPTY CONDUITS SHALL HAVE A PULL STRING INSTALLED

FOR FUTURE USE. PULL STRING SHALL BE SECURED AT EACH END TO PREVENT ACCIDENTAL REMOVAL. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF OVERCURRENT/SHORT CIRCUIT PROTECTIVE DEVICES BASED ON CALCULATED PROSPECTIVE FAULT ENERGY AT EACH PANELBOARD PER SPECIFICATION SECTION 26 24 16 AND PROVIDE DEVICES MEETING REQUIRED SHORT CIRCUIT INTERRUPTING CAPACITIES (AIC RATING). PROVIDE OVERCURRENT PROTECTIVE DEVICE PER COORDINATION STUDY PER SPECIFICATION SECTION 26 24 16. THIS MAY BE DONE USING MANUAL METHODS FOR SIMPLE SYSTEMS; HOWEVER, THE USE OF RECOGNIZED COMPUTER PROGRAMS THAT HAVE BEEN VALIDATED SHOULD BE USED FOR LARGER SYSTEMS. THE RESULTS OF THESE COMPUTATIONS AND GRAPHICAL SOLUTIONS SHALL BE SUBMITTED TO THE ENGINEER WHEN DISTRIBUTION EQUIPMENT ARE SUBMITTED. ALL WORK SHALL COMPLY WITH APPLICABLE NATIONAL, STATE AND LOCAL CODES, RULES, REGULATIONS AND REQUIREMENTS OF THE SERVICE UTILITY

Q. PANELBOARD DIRECTORIES SHALL BE COMPLETELY FILLED OUT TO ACCURATELY IDENTIFY EACH CIRCUIT (EXISTING IIF APPLICABLE) AND NEW CIRCUITS) IN ALL PANELS WITHIN THE SCOPE OF WORK. OBTAIN BUILDING MANAGEMENT/OWNER'S APPROVAL OF IDENTIFICATION. DIRECTORIES SHALL BE TYPEWRITTEN. R. ALL ELECTRICAL PANELS, TRANSFORMERS, SWITCH BOARDS, MOTOR CONTROL CENTERS AND ALL OTHER ELECTRICAL EQUIPMENT SHALL BE LABELED WITH AN ENGRAVED NAMEPLATE INDICATING THE EQUIPMENT DESIGNATION. ELECTRIC CONNECTIONS TO PANELBOARDS AND BUS DUCTS SHALL BE MADE ONLY

WHEN PANELBOARD OR BUS DUCT HAS BEEN DE-ENERGIZED. SCHEDULE DOWN TIME WITH BUILDING MANAGEMENT/OWNER. T. JUNCTION BOXES AND/OR DEVICE BOXES SHALL NOT BE MOUNTED BACK TO BACK WHEN FLUSH MOUNTED IN A WALL. JUNCTION BOXES AND/OR DEVICE BOXES FLUSH MOUNTED ON OPPOSITE SIDES OF A WALL SHALL NOT BE INSTALLED IN THE SAME STUD SPACE.

U. ALL RECEPTACLES MOUNTED ABOVE OR BELOW KITCHEN COUNTERS OR COUNTERS WITH A SINK OR ANY OTHER WATER DISPENSING MECHANISM SHALL BE GFCI PROTECTED. ALL RECEPTACLES INSTALLED IN AN OUTDOOR LOCATION OR INTENDED TO PROVIDE POWER FOR VENDING MACHINES SHALL BE GFCI TYPE DEVICES. ELECTRICAL CONTRACTOR SHALL PROVIDE A 4"x4"x2-5/8" STEEL JUNCTION BOX WITH SINGLE GANG MUD RING AND 1" METAL CONDUIT TO A MINIMUM OF 4" ABOVE FINISHED CEILING IN ACCESSIBLE CEILING FOR ALL TEL/DATA DEVICES SHOWN ON DRAWINGS. COORDINATE EXACT DEVICE LOCATION WITH OWNER'S I.T. REPRESENTATIVE AND ARCHITECT. PROVIDE A PULL STRING INSTALLED FOR FUTURE USE. PULL STRING

SHALL BE SECURED AT EACH END TO PREVENT ACCIDENTAL REMOVAL. W. ELECTRICAL CONTRACTOR SHALL PROVIDE A 4"x4"x2-5/8" STEEL JUNCTION BOX WITH SINGLE GANG MUD RING AND 3/4" METAL CONDUIT TO A MINIMUM OF 4" ABOVE FINISHED CEILING IN AN ACCESSIBLE CEILING FOR ALL THERMOSTATS AND SENSORS. COORDINATE EXACT LOCATIONS WITH MECHANICAL CONTRACTOR AND ARCHITECT. PROVIDE A PULL STRING INSTALLED FOR FUTURE USE. PULL STRING SHALL BE SECURED AT EACH END TO PREVENT ACCIDENTAL REMOVAL. WIRING FOR SYSTEMS FURNITURE SHALL BE COORDINATED WITH FURNITURE WIRING

REQUIREMENTS PRIOR TO ROUGH IN. IF SYSTEM FURNITURE WIRING REQUIRES SHARING OF NEUTRAL CONDUCTORS, THE CONTRACTOR SHALL CONFIGURE THE OVERCURRENT PROTECTIVE DEVICE AT THE PANEL SUPPLYING POWER TO THE CIRCUITS SUCH THAT IF ONE CIRCUIT IS INTERRUPTED ALL CIRCUITS SHARING THAT SAME NEUTRAL CONDUCTOR ARE ALSO INTERRUPTED. THIS CAN BE DONE WITH MULTI-POLE CIRCUIT BREAKERS OR UL LABELED HANDLE TIES. THE PANEL SCHEDULE SHALL INDICATE WHERE CIRCUITS HAVE BEEN CONFIGURED TO TRIP TOGETHER. WIRING AT EXPOSED STRUCTURE: AT ALL LOCATIONS WHERE THERE IS NO CEILING, ALL WIRES / CABLES SHALL BE INSTALLED IN CONDUIT (INCLUDING ALL FIRE ALARM, TECHNOLOGY, SECURITY, BMS, ETC). ALL CONDUITS SHALL BE PROVIDED AS PART OF THIS CONTRACT. CONDUITS SHALL BE INSTALLED AS HIGH AS POSSIBLE IN A NEAT AND PROFESSIONAL MANNER, RUNNING LEVEL AND PARALLEL TO THE LINES OF THE

ELECTRICAL AND FIRE ALARM CONTRACTOR SHALL REFERENCE THE MECHANICAL FRONT SHEET M0.01 FOR "MEP SHARED SYSTEM COORDINATION SCOPE OF WORK

AA. LOW VOLTAGE COORDINATION: REFER TO TECHNOLOGY DRAWINGS FOR ALL DIVISION 26 RESPONSIBILITIES REGARDING ROUGH-IN, POWER REQUIREMENTS, AND OTHER COORDINATION ITEMS FOR IT. SECURITY, A/V AND OTHER LOW VOLTAGE SYSTEMS.

AB. COORDINATE ALL CEILING MOUNTED ITEMS WITH ARCHITECTURAL REFLECTED PLANS (RCP). IF ARCHITECTURAL RCP DOES NOT INDICATE THE LOCATION FOR ANY CEILING

MOUNTED ITEMS, CONFIRM WITH ARCHITECT THE EXACT LOCATION PRIOR TO INSTALLATION. AC. REFER TO MECHANICAL SHEETS FOR EXACT LOCATIONS OF ALL MECHANICAL

AD. ANY CONDUIT THAT IS ROUTED UNDERGROUND OR IN-SLAB SHALL BE A MINIMUM OF 1" CONDUIT.

AE. ALL EXISTING CIRCUITS WITHIN THE SCOPE OF WORK AREA THAT ARE NOT REUSED FOR THIS REMODEL SHALL BE REMOVED BACK TO THE PANELS AND THE PLACARDS SHALL INDICATE THE BREAKERS AS SPARES.

AF. CONTRACTOR SHALL RELOCATE ELECTRICAL CONNECTIONS ASSOCIATED WITH ALL RELOCATED MECHANICAL EQUIPMENT. REFER TO HVAC AND PLUMBING PLANS AND COORDINATE FINAL LOCATIONS WITH MECHANICAL CONTRACTOR IN THE FIELD. AG. WHERE REQUIRED PER NEC 406.12(4), RECEPTACLES SHALL BE LISTED AS TAMPER-RESISTANT TYPE.

AH. CONTRACTOR SHALL PROVIDE A 120V CIRCUIT TO EACH VAV BOX INDICATED ON HVAC PLAN FOR CONNECTION OF CONTROLS. CIRCUIT NO MORE THAN FIVE (5) BOXES PER ONE (1) 20 AMP, 120V CIRCUIT.

AI. CONTRACTOR SHALL COORDINATE RELOCATION OF ELECTRICAL SERVICE TO ALL VAV AND FPB'S BEING RELOCATED UNDER THIS PROJECT, WITH ALL OTHER DISCIPLINES

AJ. TELEPHONE/DATA SUBCONTRACTOR SHALL COORDINATE THE TELEPHONE/DATA INSTALLATION WITH ALL OTHER SUBCONTRACTORS AND SHALL BEAR ANY COST ASSOCIATED FOR THE RELOCATION OF ANY TELEPHONE/DATA INSTALL WHICH CONFLICTS WITH OTHER CONTRACTOR'S EQUIPMENT.

AK, FIRE ALARM CONTRACTOR SHALL PROVIDE 24V TRANSFORMER FOR UP TO 5 FIRE/SMOKE DAMPERS. PROVIDE CONTROL WIRE TO EACH DAMPER. REFER TO THE HVAC PLANS FOR LOCATIONS. FIRE/SMOKE DAMPERS SHALL INTERFACE WITH FIRE ALARM SYSTEM. UTILIZE CIRCUIT AS SHOWN ON PLANS AL. FIRE ALARM STROBE LIGHTS, SPEAKERS AND SMOKE DETECTORS SHALL BE TIED INTO EXISTING FIRE ALARM SYSTEM.

ELECTRICAL ALLOWANCES:

PROVIDE JUNCTION BOX FOR CARD READER AT EACH EXTERIOR DOOR WITH 1" CONDUIT

AND PULLSTRING UP TO ABOVE NEAREST ACCESSIBLE CEILING PROVIDE (3) 4" CONDUITS FOR TELECOM INTO THE BUILDING. CONDUITS SHOULD EXTEND FROM FURTHEST EDGE OF SITE AND STUB UP IN MDF ROOM. IF MDF ROOM IS NOT

SHOWN ON PLANS. CONDUITS SHOULD STUB UP IN MAIN ELECTRICAL ROOM. PROVIDE 4X8 PLYWOOD BACKBOARD AND A DEDICATED 120V/20A QUAD RECEPTACLE. PROVIDE (4) 4" PVC SLEEVES BETWEEN FLOORS LOCATED IN EACH IDF ROOM FOR FUTURE TELECOM BETWEEN FLOORS.

 PROVIDE POWER TO CEILING MOUNTED PROJECTOR AND MOTORIZED PROJECTION SCREEN WITH WALL MOUNTED SWITCH IN EACH CONFERENCE ROOM. • PROVIDE POWER AND DATA CONDUIT FOR (4) TVS PER FLOOR.

FIRE ALARM • FIRE ALARM ANNUNCIATOR PANEL SHALL BE LOCATED AT THE BUILDING MAIN ENTRANCE, FIRE ALARM CONTROL PANEL SHALL BE LOCATED AS SHOWN ON THE PLANS.

 PROVIDE (1) 120V/20A DEDICATED CIRCUIT IN EACH ELECTRICAL ROOM FOR FIRE ALARM BOOSTER PANEL. FIRE SMOKE DAMPERS

 PROVIDE DEDICATED 120V/20A CIRCUIT IN EACH ELECTRICAL ROOM TO PROVIDE POWER FOR FIRE SMOKE DAMPERS. POWER SHOULD BE RUN FROM PANEL TO 24V TRANSFORMER (PROVIDED BY FIRE ALARM CONTRACTOR) TO SERVE FIRE SMOKE DAMPERS

ALL AREAS NOT DEFINED BELOW: PROVIDE ALL NEW LED LIGHTING THROUGHTOUT THE SCOPE AREA. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR LIGHTING

 EXIT SIGNS: PROVIDE AND INSTALL EDGE LIT LED EXIT SIGNS WITHIN THE PATH OF EGRESS SUCH THAT ANY LOCATION WITHIN THE PATH OF EGRESS HAS TWO EXIT SIGNS WITHIN SIGHT AND THERE IS AN EXIT SIGN AT LEAST EVERY 100FT.

• MECHANICAL/ELECTRICAL ROOMS: PROVIDE 1X4 SUSPENDED STRIP FIXTURES AT 8' ON STAIRWELLS: PROVIDE (2) 4FT [OR (1) 8FT] WALL MOUNTED LED FIXTURES AT EACH LANDING AND INTERMEDIATE LANDING. THE BACK OF EACH STAIR TREAD SHALL HAVE A

REFER TO LIGHTING CONTROLS NARRATIVE ON THIS SHEET.

MINIMUM OF 10 FC (PER NFPA1 14.12.1.3).

 PROVIDE (1) 120V/20A DEDICATED CIRCUIT FOR BMS CONTROLS IN EACH ELECTRICAL ROOM. BMS CONTROLLER SHALL BE LOCATED IN EACH ELECTRICAL ROOM.

 PROVIDE (5) 120V/20A DEDICATED CIRCUITS FOR POWER TO VAV BOXES FOR EACH FLOOR. POWER SHOULD BE ROUTED TO 24V TRANSFORMERS NEAR EACH GROUP OF

GENERAL FIRE ALARM NOTES

A. THE CONTRACTOR SHALL DESIGN, PROVIDE, AND INSTALL ADDITIONAL, DEVICES AND SYSTEM COMPONENTS TO THE EXISTING FIRE ALARM SYSTEM SO THAT THE TOTAL SYSTEM IS A COMPLETE FIRE ALARM SYSTEM THROUGHOUT THE CONTRACT AREA. THE CONTRACTOR SHALL BE A FIRM LICENSED TO DESIGN AND INSTALL FIRE ALARM SYSTEMS IN THE PHYSICAL JURISDICTION IN WHICH THE SYSTEM IS TO BE INSTALLED. THE FIRM SHALL HAVE ALL CREDENTIALS AND PROOF OF REQUIRED INSURANCE SUBMITTED WITH THE BID DOCUMENTS.

B. COMPLETE FIRE ALARM PLANS AND EQUIPMENT CUT SHEETS FOR ALL FIRE ALARM EQUIPMENT SHALL BE SUBMITTED TO THE LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW, APPROVAL AND PERMIT PRIOR TO INSTALLATION. SUBMITTAL DOCUMENTS SHALL INCLUDE VOLTAGE DROP CALCULATIONS FOR ALL FIRE ALARM CONDUCTORS. THESE SAME DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW TO ENSURE THE SYSTEM DOES NOT, WITHIN THE LIMITS OF APPLICABLE CODES AND REQUIREMENTS, CONFLICT WITH THE ARCHITECTURAL INTENT OF THE

THE COMPLETED FIRE ALARM SYSTEM SHALL BE AN INTELLIGENT ADDRESSABLE SYSTEM AND SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES AND STANDARDS. ALL DEVICES AND EQUIPMENT INSTALLED AS PART OF THIS CONTRACT WORK SHALL MATCH AS CLOSELY AS POSSIBLE THE EXISTING SYSTEM AND SHALL BE INTEGRATED COMPLETELY INTO THE EXISTING SYSTEM. THE SYSTEM SHALL INCLUDE ALL DEVICES SUCH AS, BUT NOT LIMITED TO, FLOW AND TAMPER SWITCHES, CEILING MOUNTED SMOKE DETECTORS, CEILING MOUNTED HEAT DETECTORS, DUCT SMOKE DETECTORS IN THE SUPPLY AND/OR RETURN DUCTS AS REQUIRED BY CODE AND BY THE LOCAL AUTHORITY HAVING JURISDICTION. DETECTORS AT ALL FIRE/SMOKE DAMPERS. SHUNT/TRIP CONTROL OF ELEVATORS, NOTIFICATION DEVICES AS REQUIRED BY APPLICABLE CODE, LOCAL AUTHORITY HAVING JURISDICTION, AND OWNER'S DESIGN STANDARDS. NOTIFICATION DEVICES SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND ALL OTHER SUCH LOCAL CODES.

D. ALL NEW DEVICES AND EQUIPMENT SHALL BE FULLY INTEGRATED INTO THE EXISTING FIRE ALARM SYSTEM AND THE FIRE ALARM CONTROL PANEL SHALL BE PROGRAMMED BY A FACTORY AUTHORIZED PROGRAMMER TO FUNCTION AS DESIGNED WITH THE NEW DEVICES AND EQUIPMENT.

THE CONTRACTOR SHALL BE FAMILIAR WITH ALL APPLICABLE CODES, REQUIREMENTS BY THE LOCAL AUTHORITY HAVING JURISDICTION, AND OWNER STANDARDS FOR CONSTRUCTION AND OPERATION OF FIRE ALARM SYSTEMS. ANY CHANGES TO THE FINAL INSTALLATION DUE TO THE CONTRACTOR NOT HAVING BEEN AWARE OF ANY OF THE ABOVE, SHALL BE MADE AT NO COST TO THE OWNER.

GENERAL DEMOLITION SCOPE:

A. THE EXISTING MAIN SERVICE SWITCHBOARD AND ALL DOWNSTREAM DISTRIBUTION PANELS NOT NOTED TO BE REMOVED ARE TO REMAIN.

B. ALL EXISTING LIGHT FIXTURES IN THE CONTRACT AREA SHALL BE REMOVED FROM ALL CEILING SPACES ALONG WITH ASSOCIATED CONDUITS, CONDUCTORS, AND CONTROLS.

C. ALL EXISTING "HARD-WIRED" EQUIPMENT IN THE EXISTING CONTRACT AREA THAT IS TO BE REMOVED SHALL BE DISCONNECTED FROM THE ELECTRICAL POWER SYSTEM AND RESPECTIVE CONDUITS AND CONDUCTORS SHALL BE REMOVED BACK TO THEIR RESPECTIVE SOURCE.

D. ALL WIRING DEVICES IN THE CONTRACT AREA SHALL BE REMOVED ALONG WITH ASSOCIATED CONDUITS AND CONDUCTORS BACK TO THEIR RESPECTIVE SOURCES. POWER SHALL BE RESTORED TO ANY REMAINING DEVICES ON THE SAME CIRCUIT AS THOSE BEING REMOVED.

EQUIPMENT TO BE REMOVED, BACK TO THE SOURCE OF THE RESPECTIVE ELECTRICAL SOURCE.

E. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL CONTRACTOR TO REMOVE ANY CONDUITS. CONDUCTOR. SWITCHES. AND CONNECTIONS FOR ALL MECHANICAL

LIGHTING GENERAL NOTES:

A. MOUNT LIGHT SWITCHES AS INDICATED ON ARCHITECTURAL DRAWINGS (48" AFF UNLESS NOTED B. ALL GANGED SWITCHES SHALL HAVE A COMMON SEAMLESS FACEPLATE. EACH MULTI-GANG BOX SHALL BE NO MORE THAN SIX (6) SWITCHES WIDE. WHERE MORE THAN SIX (6) SWITCHES ARE SHOWN AT ONE (1) LOCATION, ADDITIONAL MULTI-GANG BOXES SHALL BE STACKED VERTICALLY AND THE WIDTH OF THE MULTI-GANGS SHALL BE AS EVEN AS POSSIBLE.

EACH DIMMER SWITCH SHALL HAVE A WATTAGE RATING 25% HIGHER THAN THE TOTAL WATTAGE OF ALL LIGHTS TO BE CONTROLLED BY THE DIMMER. WHERE FIXTURES ARE SHOWN TO BE DIMMED, THE DIMMERS SHALL HAVE THE DIMMING TYPE MATCHING THAT OF THE SPECIFIED FIXTURES.

E. ALL EMERGENCY LIGHT FIXTURES SHALL BE FED FROM EXISTING EMERGENCY LIGHTING CIRCUITS UNLESS NOTED OTHERWISE. F. ALL EXIT SIGNS SHALL BE FED FROM EXISTING EXIT SIGN CIRCUITS EXCEPT AS OTHERWISE

G. WHEN SPECIFIC LIGHT FIXTURE TYPE HAS BEEN SPECIFIED IN THE FIXTURE INFORMATION, ELECTRICAL CONTRACTOR SHALL PROVIDE COMPLETE ASSEMBLY INCLUSIVE OF ALL PARTS AND H. ALL EXIT SIGNS SHALL BE SELF TESTING. ALL EMERGENCY LIGHTING WITH INDIVIDUAL BATTERIES (IF PRESENT IN THE PROJECT) SHALL BE SELF TESTING.

ALL LIGHT FIXTURES SHALL HAVE SEPARATE GROUNDING CONDUCTORS. INTEGRAL GROUNDING IN LUMINAIRE IS NOT ACCEPTABLE. COORDINATE ALL CEILING MOUNTED ITEMS WITH ARCHITECTURAL REFLECTED PLANS (RCP). IF

ARCHITECTURAL RCP DOES NOT INDICATE THE LOCATION FOR ANY CEILING MOUNTED ITEMS, CONFIRM WITH ARCHITECT THE EXACT LOCATION PRIOR TO INSTALLATION. K. FINAL MOUNTING LOCATION OF OCCUPANCY SENSORS WILL BE PROVIDED BY EQUIPMENT MANUFACTURER. DEVICES SHOWN ON PLAN ARE FOR REFERENCE AND DO NOT NECESSARILY

LIGHTING CONTROL NARRATIVE:

INDICATE EXACT MOUNTING LOCATION.

THE FOLLOWING SUMMARY PROVIDES THE DESIGN INTENT FOR LIGHTING CONTROLS AND ZONES THAT COMPLIES WITH THE ENERGY CODE LISTED ON THIS SHEET UNDER THE "ELECTRICAL APPLICABLE CODE" NOTE. ALTHOUGH THE DESIGN IS AROUND A SPECIFIC MANUFACTURER'S SYSTEM, THE LIGHTING CONTROL SYSTEM IS NOT RESTRICTED TO BEING PROVIDED BY THAT MANUFACTURER REFER TO SPECIFICATIONS FOR OTHER ACCEPTABLE MANUFACTURERS. THE SPECIFIC MANUFACTURER'S SYSTEM IS SHOWN TO CONVEY THE INTENDED LEVEL OF QUALITY AND CAPABILITY OF THE SYSTEM: GENERAL LIGHTING CONTROLS REQUIREMENTS:

SEQUENCE OF OPERATIONS - REQUIRED IN SUBMITTAL A NARRATIVE DESCRIPTION OR MATRIX OF THE SEQUENCE OF OPERATIONS FOR EACH SPACE IN SHALL BE INCLUDED IN THE CONTROLS SUBMITTAL, IN ADDITION TO THE DIAGRAMS AND PRODUCT DATA. ANY CONTROLS SUBMITTAL WITHOUT CLEAR NARRATIVES OR A MATRIX OF THE CONTROLS IN EACH SPACE (THAT A LAY PERSON COULD UNDERSTAND) WILL BE REJECTED AND REQUIRED TO BE RESUBMITTED WITH NARRATIVES.

POWER COORDINATION:

CONTRACTOR SHALL PROVIDE DEDICATED POWER TO LIGHTING CONTROL SYSTEM PROCESSORS. GATEWAYS, AND ALL NECESSARY ACCESSORIES AS REQUIRED BY SPECIFIC LIGHTING CONTROL MANUFACTURER.

THIS PROJECT HAS PLUG LOAD CONTROLS THROUGHOUT THE SPACES LISTED BELOW AS REQUIRED PER IECC. REFER TO THE ELECTRICAL FLOOR PLANS FOR NUMBER AND LOCATION OF RECEPTACLES

 PRIVATE OFFICES CONFERENCE ROOMS PRINT/COPY ROOMS

 BREAKROOMS CLASSROOMS INDIVIDUAL WORKSTATIONS – INCLUDING THOSE INSTALLED IN MODULAR FURNITURE.

THAT NEED TO BE CONTROLLED VIA LIGHTING CONTROLS OCCUPANCY SENSORS.

WIRELESS REQUIREMENTS: BOTH WIRED AND WIRELESS LIGHTING CONTROLS ARE ACCEPTABLE, WITH CONDITIONS:

a. ANY LIGHTING CONTROLS SYSTEM MUST FULLY COMPLY WITH THIS NARRATIVE SEQUENCE OF OPERATIONS TO BE ACCEPTABLE. b. IF THE SYSTEM IS WIRELESS. NO ONLY BATTERY POWERED DEVICES ARE ALLOWED. ALL ITEMS NEEDING POWER SHALL BE HARDWIRED TO THAT POWER. BATTERIES ARE ALLOWED AS BACKUP TO THE HARDWIRED POWER, BUT BATTERIES ALONE FOR POWER IS NOT

ACCEPTABLE. ONLY THE COMMUNICATION BETWEEN DEVICES IS ALLOWED TO BE WIRELESS.

COMMISSIONING AGEN THE LIGHT FIXTURES AND LIGHTING CONTROLS SHALL HAVE THE SAME MANUFACTURER REPRESENTATIVE TO ENSURE A SINGLE POINT OF CONTACT FOR THE TENANT AND OWNER DURING LIGHTING AND LIGHTING CONTROLS COMMISSIONING.

MINIMUM REQUIRED SEQUENCE OF OPERATIONS (SOO) BY SPACE TYPE:

ELECTRICAL, MECHANICAL, MDF/IDF/DATA ROOMS PROVIDE SINGLE POLE SWITCH ADJACENT TO DOOR. AUTOMATIC CONTROL SHALL NOT BE REQUIRED FOR SAFETY REASONS.

• PROVIDE DUAL TECHNOLOGY OCCUPANCY SENSOR AND LOW VOLTAGE SWITCH AS INDICATED ON ELECTRICAL PLANS.

 LIGHTING SHALL BE AUTOMATIC ON, AND AUTOMATIC OFF. ALL ZONES SHALL BE DIMMABLE. EMERGENCY LIGHTS SHALL ACT AS NIGHT LIGHTS AND SHALL BE UNSWITCHED.

LOBBIES AND CORRIDORS IECC 2021

DIMMING TYPE UL924 DEVICES.

NORMAL HOURS (6AM-8PM): ALL LIGHTING ZONES SHALL AUTOMATICALLY TURN ON TO 100% WHEN THE CORRIDOR IS OCCUPIED AND DIM TO 50% AFTER 20 MINUTES OF NO ACTIVITY (UNOCCUPIED) AS SENSED FROM DUAL TECHNOLOGY VACANCY SENSORS. AFTER HOURS: ALL LIGHTING ZONES SHALL AUTOMATICALLY TURN ON TO 100% WHEN THE CORRIDOR IS OCCUPIED AND TURN OFF WHEN THE CORRIDOR IS UNOCCUPIED.

 THOSE TIMES AND DIM SETTINGS SHALL BE ADJUSTABLE BY THE TENANT OR OWNER. ALSO REFER TO THE DAYLIGHTING SECTION OF THIS NARRATIVE WHERE APPLICABLE.

 ALL ZONES SHALL BE DIMMABLE. SELECT EMERGENCY LIGHTS SHALL ACT AS NIGHT LIGHTS AND SHALL BE UNSWITCHED. ALL OTHER EMERGENCY LIGHTS SHALL BE CONTROLLED WITH ADJACENT LIGHTING VIA UL924 DEVICES. PROVIDE DIMMING TYPE UL924 DEVICES.

 PROVIDE DUAL TECHNOLOGY OCCUPANCY SENSORS AND LOW VOLTAGE KEYPADS (OR TOUCHSCREENS) AS INDICATED ON ELECTRICAL PLANS.

 ALL ZONES SHALL BE DIMMABLE. THERE SHALL BE A MANUAL USER OVERRIDE KEYPAD (OR TOUCHSCREEN) WITHIN THE OPEN OFFICE • THE OPEN OFFICE SHALL BE BROKEN UP INTO 600 SQFT OR LESS CONTROL ZONES WITH SEPARATE

OCCUPANCY SENSORS FOR EACH ZONE. WHEN A ZONE IS OCCUPIED IT SHALL AUTOMATICALLY COME ON TO 100%. ALL OTHER SURROUNDING UNOCCUPIED OPEN OFFICE ZONES SHALL AUTOMATICALLY COME ON TO 20%. DURING OCCUPIED HOURS (6AM-8PM), WHEN ALL ZONES HAVE BEEN UNOCCUPIED FOR MORE THAN 20 MINUTES ALL ZONES SHALL AUTOMATICALLY REDUCE TO 20%.

 DURING AFTER HOURS, WHEN ALL ZONES HAVE BEEN UNOCCUPIED FOR MORE THAN 20 MINUTES ALL ZONES SHALL AUTOMATICALLY TURN OFF. SELECT EMERGENCY LIGHTS SHALL ACT AS NIGHT LIGHTS AND SHALL BE UNSWITCHED. ALL OTHER EMERGENCY LIGHTS SHALL BE CONTROLLED WITH ADJACENT LIGHTING VIA UL924 DEVICES. PROVIDE

ENCLOSED ROOMS (CONFERENCE, CLASSROOM, STORAGE, OFFICE, ETC.)

 PROVIDE DUAL TECHNOLOGY OCCUPANCY SENSORS AND LOW VOLTAGE SWITCH AS INDICATED ON LIGHTING SHALL BE AUTOMATIC ON TO 50%, MANUALLY DIMMABLE UP AND DOWN FROM THERE, AND

AUTOMATIC OFF. ALL ZONES SHALL BE DIMMABLE. • EMERGENCY LIGHTS SHALL BE CONTROLLED WITH ADJACENT LIGHTING VIA UL924 DEVICE. PROVIDE DIMMING TYPE UL924 DEVICE.

 PROVIDE PHOTOCELL AND MANUAL OVERRIDE SWITCH AS INDICATED ON ELECTRICAL PLANS PHOTOCELL SHALL ENABLE AUTOMATIC DIMMING IN ACCORDANCE WITH ENERGY CODE

MANUAL OVERRIDE SWITCH SHALL ENABLE MANUAL DIMMING & ON/OFF, AS WELL.

DIMMING TYPE UL924 DEVICE WHERE LIGHTING IS SHOWN TO BE DIMMABLE.

 EXTERIOR LIGHTING SHALL BE CONNECTED TO LIGHTING CONTROL SYSTEM. LIGHTING CONTROL SYSTEM SHALL CONTROL FIXTURES VIA TIME CLOCK AND PHOTOCELL. SITE LIGHTING NOT BEING USED FOR LIGHTING THE BUILDING FACADE OR LANDSCAPE FEATURES SHALL BE DIMMABLE AND CONTROLLED BY DIMMING RELAYS IN LIGHTING CONTROL PANEL. PROVIDE ADDITIONAL 1"C WITH LOW VOLTAGE WIRING TO EACH FIXTURE. FIXTURES SHALL DIM BY 50% BETWEEN MIDNIGHT AND 6AM.

CONFERENCE CENTER PROVIDE NEW DIMMING SYSTEM AS INDICATED ON THE ELECTRICAL PLANS WITH DUAL TECHNOLOGY OCCUPANCY SENSORS AND LOW VOLTAGE KEYPADS. NORMAL HOURS: ALL LIGHTING SHALL TURN ON AND OFF BASED ON A SCHEDULED INPUT VIA TIME OF

DAY CONTROLS FROM LIGHTING CONTROL SYSTEM. AFTER HOURS: LIGHTING SHALL BE CONTROLLED ON/OFF VIA LOCAL OVERRIDE KEYPADS AND OCCUPANCY SENSORS. AFTER HOURS LIGHTING SHALL BE MANUAL ON, AUTO OFF. EMERGENCY LIGHTS SHALL BE CONTROLLED WITH ADJACENT LIGHTING VIA UL924 DEVICE. PROVIDE

AVAILABLE CIRCUITS - POWER AND LIGHTING

CIRCUITS SHOWN ARE SCHEMATIC ONLY AND DO NOT NECESSARILY INDICATE THE ACTUAL PANEL CIRCUIT NUMBERS FOR USE. IT IS INTENDED TO FIRST REUSE EXISTING POWER CIRCUITS THAT ARE AVAILABLE AFTER DEMOLITION OF WALLS AND EQUIPMENT AND THEN USE AVAILABLE SPARES/SPACES AS NEEDED. CONTRACTOR SHALL VERIFY ACTUAL CIRCUIT AVAILABILITY AFTER DEMOLITION AND NOTIFY ARCHITECT IMMEDIATELY IF THE QUANTITY OF AVAILABLE CIRCUITS IS INADEQUATE OR OBTAIN APPROVAL FOR ADD ALTERNATE SOLUTION. MAXIMUM OF 16 AMP LOAD

PROJECT COMMISSIONING REQUIREMENTS

ALL BUILDING MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE COMMISSIONED BY A COMMISSIONING AGENT IN ACCORDANCE WITH ALL REQUIREMENTS OF THE INTERNATIONAL ENERGY CONSERVATION (IECC) SECTION C408. REFER TO THE APPLICABLE CODES NOTE ON THIS SHEET FOR THE REQUIRED CODE YEAR OF THE IECC. IT IS THE OWNER'S RESPONSIBILITY TO HIRE A COMMISSIONING AUTHORITY T ENSURE ALL REQUIRED COMMISSIONING ACTIVITIES AND REQUIREMENTS ARE MET THE COMMISSIONING AGENT SHALL PERFORM ALL TASKS ACCORDING TO THE

PROJECT. THE TESTING AND BALANCING (TAB), BUILDING AUTOMATION SYSTEMS (BAS), GENERAL CONTRACTOR, MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS SHALL PROVIDE FULL SUPPORT IN ALL COMMISSIONING ACTIVITIES AND PERFORM ALL NECESSARY COMMISSIONING TASKS ON THIS PROJECT AS REQUIRED BY IECC

REQUIREMENTS OF IECC SECTION C408 AND ANY OTHER REQUIREMENTS OF THE

SECTION C408. . LEED PROJECTS HAVE ADDITIONAL COMMISSIONING REQUIREMENTS THAT VARY FROM THOSE LISTED ABOVE.

ELECTRICAL APPLICABLE CODES

 2020 NATIONAL ELECTRIC CODE • 2021 INTERNATIONAL ENERGY CONSERVATION (IECC)

 CURRENT CAMPUS DESIGN GUIDELINES CITY OF DENTON LOCAL AMENDMENTS

FIRE ALARM APPLICABLE CODES

2021 INTERNATIONAL FIRE CODE (IFC)

 CURRENT CAMPUS DESIGN GUIDELINES CITY OF DENTON LOCAL AMENDMENTS

- REVISED SECURITY ELECTRICAL ALLOWANCES

REVISION SUMMARY

D. SCOTT BROWN 89097

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iE001

ELECTRICAL NOTES & SYMBOLS

reanorHL NO. HE0569.2302.0



1 INDICATED LOCATION TO BE FOR HYDROPONICS DISPLAY. COORDINATE ANY ELECTRICAL REQUIREMENTS WITH ARHITECT PRIOR TO INSTALLATION. 2 GEF-1 TO BE ON TOWER ROOF, REFER TO MECHANICAL PLANS FOR EXACT LOCATION. REFER TO SHEET IE701 FOR ADDITIONAL

INFORMATION REGARDING ELECTRICAL REQUIREMENTS. 3 REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION REGARDING WATER HEATER LOCATIONS AND POWER REQUIREMENTS.
INDICATED CIRCUIT SHALL BE USED FOR INTEGRALLY-LIT EXTERIOR SIGN, COORDINATE EXACT LOCATION AND POWER REQUIREMENTS \(\square\) WITH ARCHITECT PRIOR TO INSTALLATION.

GFCI RECEPTACLES:
ALL RECEPTACLES WITHIN A KITCHEN AREA ARE TO BE GFCI PROTECTED. ALL RECEPTACLES MOUNTED ABOVE OR BELOW KITCHEN COUNTERS WITH A SINK OR ANY OTHER WATER DISPENSING MECHANISM SHALL BE GFCI PROTECTED. ALL RECEPTACLES INSTALLED IN AN OUTDOOR LOCATION AND PROVIDED IN RESTROOMS SHALL BE GFCI TYPE DEVICES.

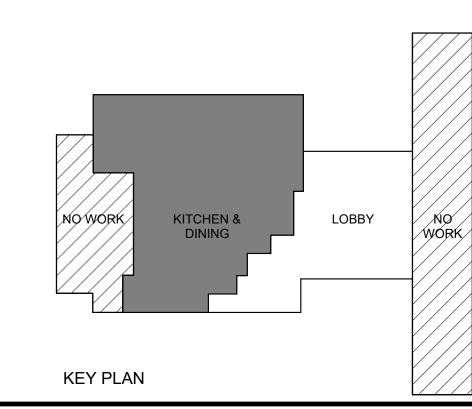
CRAWLSPACE SCOPE NOTE:
PROVIDE CRAWLSPACE GFCI/WP RECEPTACLES, CRAWLSPACE LIGHTING, CRAWLSPACE EXHAUST FANS, CRAWLSPACE SUMP PUMPS, AND CRAWLSPACE HEATERS. PROVIDE HEAT TRACE FOR ANY GREASE WASTE PIPE WITH RUN LENGTHS OVER 200FT.

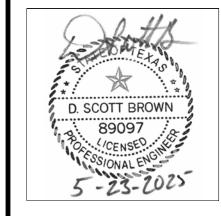
FIRE SMOKE DAMPERS: PROVIDE 120V POWER CIRCUITING FROM THE NEAREST 120V PANELBOARD FOR FIRE-SMOKE DAMPERS. SEE POWER GENERAL NOTE KK ON SHEET iE001 FOR ADDITIONAL INFORMATION. REFER TO THE HVAC PLANS FOR LOCATIONS AND QUANTITIES.

MOTORIZED DAMPERS: FOR EACH MOTORIZED DAMPER SHOWN ON MECHANICAL PLANS, PROVIDE A 120V, 20A POWER CIRCUIT TO 24V TRANSFORMER, PROVIDED BY CONTROLS CONTRACTOR, FOR UP TO 5 MOTORIZED DAMPERS.
PROVIDE CONTROL WIRE TO EACH DAMPER. REFER TO THE HVAC PLANS FOR LOCATIONS AND QUANTITIES.

EXISTING CIRCUIT NOTE:
ALL EXISTING CIRCUITS WITHIN THE SCOPE OF WORK AREA THAT ARE NOT REUSED FOR THIS REMODEL SHALL BE REMOVED BACK TO THE PANELS AND THE PLACARDS SHALL INDICATED THE BREAKERS AS

> REVISION SUMMARY: - ADDED JUNCTION BOX FOR INTEGRALLY-LIT EXTERIOR SIGN. - ADDED KEYED NOTE 4.





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CHRIS WOODYARD
JOHN KNOWLES

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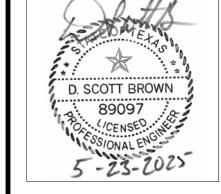
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Addendum 2 05.23.25

iE201B

LEVEL 1 ELECTRICAL PLAN - DINING



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REFER TO ARCHITECTS DRAWINGS FOR LIGHT FIXTURE SELECTIONS AND LAYOUT.

DEMO ALL EXISTING TEMPORARY LIGHTING IN THE DINING SPACE AND REPLACE WITH THE NEW LIGHTING LAYOUT SHOWN ON THIS SHEET.

LIGHTING GENERAL NOTES:

GENERAL NOTES.

REQUEST.

PLUG LOAD CONTROLS, ETC.

INFORMATION ON CONTROLS INTENT.

A REFER TO THE ELECTRICAL FRONT SHEET FOR ADDITIONAL APPLICABLE

B REFER TO LIGHTING CONTROLS NARRATIVE ON THE ELECTRICAL FRONT SHEET

CONTROLS REQUIRED SEQUENCE OF OPERATIONS (SOO) FOR EACH SPACE,

ANY LOCATION WITHIN THE PATH OF EGRESS HAS TWO EXIT SIGNS WITHIN IT. D REFER TO THE LIGHTING CONTROLS NARRATIVE ON SHEEL iE001 FOR FURTHER

E LIGHTING CONTROLS AND DRIVERS FOR LIGHT FIXTURES SHALL BE MOUNTED IN AN ACCESSIBLE LOCATION AND SHALL BE LABELED FOR EASE OF ACCESS.

F ALL LIGHTING SHALL BE CONTROLLED BY SWITCHES, NOT TOUCHPADS, PER UNT

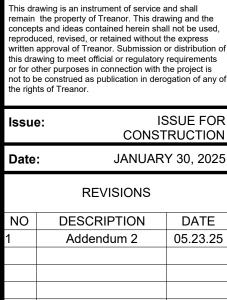
C PROVIDE EDGE LIT LED EXIT SIGNS WITHIN THE PATH OF EGRESS SUCH THAT

FOR ADDITIONAL REQUIREMENTS. INCLUDING BUT NOT LIMITED TO THE LIGHTING

KEYED NOTES - SHEET iE301B

1 DAYLIGHT ZONE (TYPICAL). UNLESS NOTED OTHERWISE, LIGHTING WITHIN DAYLIGHT ZONE SHALL BE CONTROLLED INDEPENDENTLY OF SURROUNDING GENERAL LIGHTING. PROVIDE AUTOMATIC DAYLIGHT HARVESTING WITHIN THE DAYLIGHT ZONE IN WHICH LIGHTING IS AUTOMATICALLY DIMMED TO A CAPABILITY OF 15% IN RESPONSE TO SUNLIGHT LEVELS WITHIN THE DAYLIGHT ZONE. REFER TO KEYED NOTE 2 ON THIS SHEET FOR DAYLIGHT ZONES THAT ARE EXEMPT FROM DAYLIGHT RESPONSIVE CONTROLS. 2 WATTAGE WITHIN DAYLIGHT ZONES IN THIS SPACE TOTAL LESS THAN 150 WATTS. THEREFORE THE LIGHTING WITHIN THIS DAYLIGHT ZONE IS EXEMPT FROM DAYLIGHT RESPONSIVE CONTROLS. 3 REFER TO ARCHITECT AND FOOD SERVICE DRAWINGS FOR INFORMATION REGARDING SERVING LINE LIGHTS AND SIGNAGE. IF ADDITIONAL POWER IS REQUIRED, PROVIDE AND INSTALL 120V/1P POWER FROM PANELBOAD 1A FOR REQUIRED LIGHTING. 4 REFER TO SHEET iE403 AND FOOD SERVICE DRAWINGS FOR ADDITIONAL INFORMATION REGARDING LIGHTING CONTROLS IN WALK-IN FREEZER/COOLER.

REVISION SUMMARY: - REVISED TYPE KE FIXTURES TO TYPE X. - ADDED DEMO SCOPE NOTE.



DESCRIPTION DATE Addendum 2 05.23.2 iE301B

LEVEL 1 LIGHTING PLAN - DINING

reanorHL NO. HE0569.2302.0

KEY PLAN

KITCHEN & DINING

NO WORK

LOBBY

/ NO/ /WORK/

GENERAL NOTES (APPLIES TO ALL):

- A REFER TO HVAC AND PLUMBING PLANS FOR LOCATIONS OF EQUIPMENT. COORDINATE FINAL LOCATIONS IN FIELD.
- B DISCONNECT SWITCHES PROVIDED BY THE ELECTRICAL CONTRACTOR SHALL MATCH THE AIC VALVE OF THE UPSTREAM ELECTRICAL PANEL
- C COORDINATE WITH MECHANICAL REGARDING RESPONSIBILITY OF MOTOR STARTERS, SO THAT DUPLICATE EQUIPMENT IS NOT PURCHASED.
- D WHERE VARIABLE FREQUENCY DRIVES (VFDS) AND SERVICE DISCONNECTS ARE SEPARATED, ELECTRICAL CONTRACTOR SHALL PROVIDE DISCONNECT SWITCH WITH AUXILIARY CONTACTS FOR CONNECTION TO VFD SAFETY INTERLOCK. ELECTRICAL
- CONTRACTOR SHALL CONNECT DISCONNECT SWITCH AUXILIARY CONTACT TO THE ASSOCIATED VFD SAFETY INTERLOCK VIA 3/4 " CONDUIT WITH 2#12 AND #12G STRANDED THHN CONDUCTORS. CIRCUITS SHOWN ARE SCHEMATIC ONLY AND DO NOT NECESSARILY INDICATE THE ACTUAL PANEL CIRCUIT NUMBERS FOR USE. IT IS INTENDED TO FIRST REUSE EXISTING POWER CIRCUITS THAT ARE AVAILABLE AFTER DEMOLITION OF AND EQUIPMENT AND THEN USE AVAILABLE SPARES/SPACES AS NEEDED. CONTRACTOR SHALL VERIFY ACTUAL CIRCUIT AVAILABILITY AFTER DEMOLITION AND NOTIFY ARCHITECT IMMEDIATELY IF THE QUANTITY OF AVAILABLE CIRCUITS IS INADEQUATE OR OBTAIN APPROVAL FOR

- 1 PROVIDE 120V CONTROLS CIRCUIT TO EACH 120V/24V CONTROLS TRANSFORMER (TRANSFORMER BY MECHANICAL CONTRACTOR). EACH TRANSFORMER SHALL FEED UP TO SIX (6) CONTROL MODULES. DO NOT EXCEED 1500VA PER 120V CONTROLS CIRCUIT. CONDUCTORS BETWEEN THE TRANSFORMERS AND THE CONTROLS SHALL BE BY MECHANICAL CONTRACTOR. REFER TO HVAC PLANS FOR EQUIPMENT LOCATIONS.
- MECHANICAL CONTRACTOR TO PROVIDE VARIABLE FREQUENCY DRIVE (VFD). ELECTRICAL CONTRACTOR TO INSTALL.
- 3 CIRCUIT CONVENIENCE OUTLET FROM CIRCUIT AS SHOWN ON PLANS.
- 5 GEF-1 SHALL BE LOCATED ON TOWER ROOF, REFER TO MECHANICAL PLANS FOR EXACT LOCATION OF EQUIPMENT. PROVIDE AND INSTALL POWER CIRCUIT FROM NEAREST 277/480V PANELBOARD WITH AVAILABLE CAPACITY. ELECTRICAL CONTRACTOR SHALL ENSURE FEEDERS ARE SIZED FOR VOLTAGE DROP.
- 4 FURNISH AND CONNECT DUCT MOUNTED SMOKE DETECTOR (INSTALLED BY MECHANICAL) TO FIRE ALARM PANEL. PROVIDE POWER TO LEAK DETECTION, SOLENOID VALVE AND 'CO' MONITOR FOR WATER HEATER FROM SAME CIRCUIT AS RECIRCULATION PUMP. CIRCUIT LEAK DETECTION, SOLENOID VALVE AND 'CO' MONITOR UPSTREAM OF MOTOR RATED SWITCH FOR RECIRCULATION PUMP.

| | | | | LIGHT FIXTURE SCHEDULE | | | | | |
|---------------------|--------------|---|----------------|--|---------|-------|-------------|----------------------|-----------------|
| | TAG | DESCRIPTION | MANUFACTURER | MODEL NUMBER | LAMPS | VOLT | INPUT WATTS | DIMMING | REMARKS |
| | A4 | 4' LED DIRECT/INDIRECT PENDANT | LUX ILLUMINARE | EOS 3.0-P-DI-LAM-500-4-30K-8-UNV-S1 (BRONZE FINISH) | LED | 120 V | 20 W | 0-10V | SEE NOTE 3 |
| | A8 | 8' LED DIRECT/INDIRECT PENDANT | LUX ILLUMINARE | EOS 3.0-P-DI-LAM-500-8-30K-8-UNV-S1 (BRONZE FINISH) | LED | 120 V | 50 W | 0-10V | SEE NOTES 1,3,4 |
| | B6 | 6' LED RECESSED LINEAR | LUX ILLUMINARE | EOS 3.0-R-FT-LAM-500-6-30K-8-UNV-S1 | LED | 120 V | 28 W | 0-10V | SEE NOTE 1 |
| | B6E | 6' LED RECESSED LINEAR | LUX ILLUMINARE | EOS 3.0-R-FT-LAM-500-6-30K-8-UNV-S1-EB | LED | 120 V | 28 W | 0-10V | SEE NOTE 1 |
| | C4 | 4' LED RECESSED LINEAR | T-3AR LED | TBSL-[TEMP]-[LENGTH]-[OPTIC]-[MOUNTING] | LED | 120 V | 32 W | 0-10V | SEE NOTE 3 |
| | C10 | 10' DECORATIVE SURFACE MOUNT LED LINEAR | PURE EDGE | CCDSM-5W-120-30K | LED | 120 V | 50 W | 0-10V | SEE NOTE 3 |
| | D4 | 4' WALL MOUNT ARCHITECTURAL LED | HE WILLIAMS | AX2WD-4-L33-S-UNV | LED | 120 V | 42 W | 0-10V | SEE NOTES 3,4 |
| | Ε | MULTI-CELL DOWNLIGHT | USAI | 0413H1-35KH-35-BL-BL-NCVS-UNV-D6E-UB44-C44-UA2 | LED | 120 V | 18 W | 0-10V | |
| | F | HIGH CRI TAPE LIGHT (FOR SERVING COUNTER, 2.8 W/FT) | VLT | EFLEXW-2320-35-NL-WE1-[LENGTH AS REQUIRED]-UL | LED | 120 V | 3 W | NO | SEE NOTES 1,3 |
| | G | DECORATIVE PENDANT | PURE EDGE | PX3P-T1-7W-48-30K-BB | LED | 120 V | 15 W | 0-10V | SEE NOTES 1,3,4 |
| | Н | 6" LED ROUND DOWNLIGHT | HE WILLIAMS | 6DR-TL-30K-DIM-UNV | LED | 120 V | 20 W | 0-10V | |
| | HE | 6" LED ROUND DOWNLIGHT | HE WILLIAMS | 6DR-TL-30K-EM-DIM-UNV | LED | 120 V | 20 W | 0-10V | |
| | K | LED NARROW STRIP | HE WILLIAMS | 75R/S-4'-[LUMES]-[TEMP]-DIM-UNV | LED | 120 V | 40 W | 0-10V | SEE NOTE 1 |
| | P1 | MARATHON WOODED TOP PENDANT | BARNLIGHT | BLE-C-WYDM16-600-ASH-SBK-NA-LED11-3000K-FL | LED | 120 V | 27 W | 0-10V | SEE NOTE 3 |
| | P2 | MINIMALIST CORDED PENDENT | BARNLIGHT | BLE-C-PINDY-CUP-600-SBK-7FT-STANDARD CANOPY-VORONOI II LED TALA LAMP TYP. | LED | 120 V | 60 W | 0-10V | SEE NOTE 3 |
| | V | 2x2 LED TROFFER | HE WILLIAMS | PT-22-L26/830-RA-DIM-UNV | LED | 120 V | 22 W | 0-10V | |
| $\Delta \mathbf{L}$ | ₩ Ę ~ | 2x2-LED-TRQEFEB | | RI-22-L26/83D-RA-EM-DIM-UNY | ~~LED~~ | 1204 | ~~22W~~ | √0 ₇ 10√~ | ~~~~~ |
| | Х | EDGE LIT EXIT SIGN, WITH EMERGENCY BATTERY BACKUP. | LITHONIA | WHEN LOCATED IN AN OPEN EXPOSED CEILING: EDG-[FACE]-RMR-EL-SD-ELAUS12 WHEN LOCATED IN AN GYPSUM OR TILE CEILING: EDGR-[FACE]-RMR-EL-SD | LED | 120 V | 5 W | NO | SEE NOTE 2 |

- GENERAL NOTES: The second seco A CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL ACCESSORIES FOR PROPER MOUNTING OF FIXTURES IN SPECIFIC CEILING PER LOCATION OF FIXTURES.
- B CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ENGINEER OF ALL LIGHTING FIXTURES (NEW OR SUBSTITUTES).
- CONTRACTOR SHALL COORDINATE FINISH, MOUNTING HEIGHTS (IF SUSPENDED), LENSING, AND OTHER AESTHETIC FEATURES OF ALL FIXTURES WITH ARCHITECT. CONTRACTOR SHALL PROVIDE INSTALLATION AND MATERIALS FOR AN ADDITIONAL 5 EXIT SIGNS OR 10%, WHICHEVER IS GREATER, AS ATTIC STOCK FOR FUTURE USE. ATTIC STOCK EXIT SIGN SPECIFICATION SHALL MATCH ALL THE OTHER EXIT SIGNS ON THIS PROJECT, AS SPECIFIED IN THE LIGHT FIXTURE SCHEDULE.
- PROVIDE CONTINUOUS LENGTH AS SHOWN ON PLANS. CONFIRM EXACT LENGTH WITH ARCHITECTURAL DETAILS AND ARCHITECT. PROVIDE ALL ACCESSORIES FOR A FULLY FUNCTIONING SYSTEM.
- COORDINATE MOUNTING, LENGTH, AND OTHER DETAILS WITH ARCHITECT AS FIXTURE IS INCORPORATED INTO ARCHITECTURAL FEATURE. 4 FIXTURE REQUIRES REMOTE TRANSFORMER/ DRIVER. CONTRACTOR SHALL SIZE AND SPACE REMOTE TRANSFORMERS/ DRIVERS TO ELIMINATE VOLTAGE DROP. TRANSFORMERS/ DRIVERS SHALL BE

PROVIDE NUMBER OF FACES AND CHEVRONS FOR EACH EXIT SIGN PER ELECTRICAL LIGHTING PLANS. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS (RCP) FOR CEILING TYPES AT EACH EXIT

VISUALLY AND ACOUSTICALLY CONCEALED. PROVIDE LIGHT POLE WITH VIBRATION ISOLATION AS RECOMMENDED BY THE MANUFACTUER.

SIGN LOCATION.

| | | | | | GHTING CONTROL | · / · · · · · · · · · · · · · · · · · · | |
|--------------|------------|-------|---------------------|----------------|--|---|---------|
| CONTACT | VOLT | PHASE | GENERAL LOCATION | CIRCUIT | DESCRIPTION | CONTROL | REMARKS |
| 1 | 120/277 | 1 | ZONE | | SPARE | | |
| 2 | 120/277 | 1 | ah. | 1A-13 | NW DINING P1 FIXTURES | TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 3 | 120 | 1 | ab | 1A-13 | N VESTIBULE H FIXTURES | TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 4 | 120 | 1 | ac | 1A-13 | N DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 4 | 120 | 1 | ad | 1A-13 | NE DINING P1 FIXTURES | TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| | 120 | 1 | ae | | | · | |
| 6 7 | 120 | 1 | af | 1A-13 1A-30 | N DINING C FIXTURES NE DINING P2 FIXTURES | TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| | | 1 | ag | | | | |
| 8 | 120 120 | 1 | ah | 1A-27 | W DINING A4 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 9 | | 1 | ai | 1A-27 | W DINING A4 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 10 | 120 | 1 | aj | 1A-27 | W DINING P2 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 11 | 120 | 1 | ak | 1A-27 | W DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 12 | 120 | 1 | al | 1A-27 | W DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 13 | 120 | 1 | am | 1A-29 | W DINING A8 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 14 | 120 | 1 | an | 1A-29 | W DINING A8 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 15 | 120 | 1 | ao | 1A-29 | W DINING P2 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 16 | 120 | 1 | ар | 1A-29 | DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 17 | 120 | 1 | aq | 1A-52 | N DINING C FIXTURES | TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 18 | 120 | 1 | ar | 1A-29 | DINING ENTRY H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 19 | 120 | 1 | as | 1A-30 | E DINING C10 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 20 | 120 | 1 | at | 1A-30 | S DINING P1 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 21 | 120 | 1 | au | 1A-30 | E DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 22 | 120 | 1 | av | 1A-30 | E DINING P2 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 23 | 120 | 1 | aw | 1A-31 | E DINING P2 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 24 | 120 | 1 | ax | 1A-31 | E DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 25 | 120 | 1 | ay | 1A-31 | E DINING H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 26 | 120 | 1 | az | 1A-31 | E VESTIBULE H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 27 | 120 | 1 | ba | 1A-13 | E DINING A4 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 28 | 120 | 1 | bb | 1A-13 | E DINING P2 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 29 | 120 | 1 | bc | 1A-30 | SE DINING A8 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 30 | 120 | 1 | bd | 1A-30 | SE DINING P2 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 31 | 120 | 1 | be | 1A-31 | SERVING LINE B6 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 32 | 120 | 1 | bf | 1A-32 | SERVING LINE B6 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 33 | 120 | 1 | bg | 1A-32 | SERVING LINE B6 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 34 | 120 | 1 | bh | 1A-32 | SERVING LINE B6 FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 35 | 120 | 1 | bi | 1A-32 | SERVERY E FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 36 | 120 | 1 | bj | 1A-32 | SERVERY H FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 37 | 120 | 1 | bk | 1A-33 | KITCHEN NW V FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 38 | 120 | 1 | bl | 1A-33 | KITCHEN SW V FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 39 | 120 | 1 | bm | 1A-31 | WAREWASH V FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 40 | 120 | 1 | bn | 1A-31 | KITCHEN V FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 41 | 120 | 1 | bo | 1A-33 | KITCHEN V FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 42 | 120 | 1 | bp | 1A-33 | RECEIVING V FIXTURES | TIMECLOCK, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 43 | 120 | 1 | bq | 1A-13 | DINING H FIXTURES | TIMECLOCK, PHOTOCELL, LOCAL ON/OFF, OCCUPANCY/VACANCY SENSOR | |
| 44 | 120/277 | 1 | υq | 1,7,10 | SPARE | I202001, I TIOTOGELE, EGONE ON/OTT, OGGOT ANOT/VAGANOT GENGON | |
| 45 | 120/277 | 1 | | | SPARE | | |
| 45 46 | 120/277 | 1 | | | SPARE | | |
| 47 | 120/277 | 1 | | | SPARE | | |
| 41 | 120/2// | I | | 1 | SFARE | | |

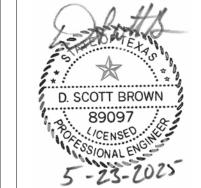
GENERAL NOTES (APPLIES TO ALL): A REFER TO THE LIGHTING CONTROLS NARRATIVE ON THE ELECTRICAL FRONT SHEET FOR FURTHER CONTROLS INFORMATION.

B REFERENCE LIGHTING PLANS FOR LOCATION OF CONTROL ZONES.

- C LIGHTING CONTROL PANELS SHOWN ARE TO DEMONSTRATE DESIGN INTENT ONLY AND DOES NOT DEMONSTRATE THE EXACT AMOUNT OF CONTROL RELAYS REQUIRED.
- D CIRCUIT NUMBERS INDICATED ARE THE NORMAL CIRCUIT NUMBER ONLY. NOTE THAT ANY EMERGENCY LIGHTING THAT ARE NOTED TO BE CONTROLLED WITH THE NORMAL LIGHTING VIA A UL924 DEVICE WILL HAVE A DIFFERENT CIRCUIT NUMBER.
- CONTRACTOR SHALL PROVIDE INSTALLATION AND MATERIALS FOR 20% ADDITIONAL CONTROL RELAYS FOR FUTURE USE. LIGHTING CONTROL ZONE SCHEDULES AND LIGHTING CONTROLS NARRATIVE ON THE ELECTRICAL FRONT SHEET REPRESENT THE INTENT FOR CONTROL ZONES THROUGHOUT THE SCOPE OF
- WORK. ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL DEVICES AND COMPONENTS TO CREATE A COMPLETE SYSTEM AND TO ACHIEVE THE CODE REQUIREMENTS. PROVIDE ALL RELAYS AS DIMMING TYPE DESPITE DIMMING OR NON-DIMMING FUNCTION OF CONTROL ZONE.
- PROVIDE 0-10V WIRING TO ALL FIXTURES AND ZONES.
- PROVIDE PHYSICAL BARRIERS TO SEPERATE 120V VS 277V RELAYS, AS WELL AS NORMAL POWER CIRCUITS VS. EMERGENCY EGRESS LIGHTING CIRCUITS.
- CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS REGARDING LIGHTING CONTROL PANELS. IF LIGHTING CONTROL PANELS ARE NOT PRESENT ON THE PROJECT OR IF THE QUANTITY OF AVAILABLE RELAYS IS INADEQUATE, THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL NEW LIGHTING CONTROL PANELS MATCHING THE BUILDING 'S EXISTING LIGHTING
- PROVIDE AN EXTERIOR PHOTOCELL AND CONNECT TO LIGHTING CONTROL SYSTEM FOR PROGRAMMING. LOCATE PER MANUFACTURER RECOMMENDATIONS. PROVIDE INTERCONNECTION BETWEEN ALL LIGHTING CONTROL PANELS (IF THERE ARE MULTIPLE LIGHTING CONTROL PANELS ON THE PROJECT).

NOT USED.

- REVISED LIGHTING TYPE KE TO X IN LIGHTING SCHEDULE FOR EDGE LIT EXIT SIGN.



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REVISIONS DESCRIPTION DATE Addendum 2 05.23.2

iE701

ELECTRICAL SCHEDULES

reanorHL NO. HE0569.2302.0

| ENDIANS CREEKEN 20 1 2 2112, 19126, SAPC 10 0 720 | | Enclosu A.I.C. Rati | ıre: NE | MA 4 | SED X | | | Phases: Wires: | | vvye | | Frame MCB | Rati Rati | rpe: Ming: 40 ing: 40 ing: 40 om: Mi | 00 A 00 A | |
|--|----|------------------------|---------|------|-------------------|-------|------|-------------------|------|-------|------|-------------------|--------------|---|------------------------|--------------|
| 1 | | Circuit Description | (amp | | Wire Size | Δ | · | E | 3 | (| : | Wire Size | 1 | (amp | Circuit Description | T |
| Section Comparison Section S | 1 | E101 AIR SCREEN | 1 | 1 | 2#12, #12G, 3/4"C | 610 | 720 | | | | | 2#12, #12G, 3/4"C | 1 | | E10 CONV. RECEPT | \pm |
| FOR COMMANDER 20 1 2971, 9163, 9470 1000 1000 1000 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1200 1 2971, 9163, 9470 1 20 1200 1 200 1 2971, 9163, 9470 1 20 1200 1 | | | | 1 | | | | 720 | 720 | 700 | 700 | | - | | | |
| FIRST ADDORS | | | | 1 | | 720 | 1800 | | | 720 | 720 | | - | _ | | + |
| 11 FILOPOPERSSURE RELIEF 20 1 2912 2193 344°C 500 500 500 5212 2193 344°C 1 20 5102 5103 510 | | | | 1 | | 720 | 1000 | 1920 | 600 | | | | | | | + |
| 15 ENDA DOOR. 20 1 212,4192,34°C 10 1800 240 240 2412,8193,47°C 1 20 1030 COOLER COLLE FOOLER FOLLY FOR MINISTER FEREERY 20 1 2412,4192,34°C 1800 18 | | | | 1 | | | | | | 600 | 600 | <u> </u> | - | | E102C PRESSURE RELIEF | _ |
| 77 MICHAEL RECEPT 20 1 2412, #126, 3410 100 100 100 100 2412, #126, 3410 100 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 100 2412, #126, 3410 100 100 2412, #126, 3410 100 100 100 2412, #126, 3410 100 100 100 2412, #126, 3410 100 | | | 20 | 1 | 2#12, #12G, 3/4"C | 600 | 1200 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | E102E PANIC ALARM | |
| 19 | | | | | | | | 1820 | 240 | | 1000 | | | | | 1 |
| 21 | | | | 1 | | 190 | 100 | | | 720 | 1920 | | | | | + |
| 28 | | | | 1 | | 180 | 180 | 180 | 180 | | | | - | | | |
| 28 E151 FIRE PROT. SYSTEM 20 1 2812, PISC, 34°C 27 2153 HOOD LIGHTS 20 1 2812, PISC, 34°C 28 153 HOOD LIGHTS 20 1 2812, PISC, 34°C 380 1800 1800 1800 1800 1800 1800 1800 | | | | 1 | | | | 100 | 100 | 180 | 180 | | - | | | |
| 28 E153 HOOD LIGHTS | | | | 1 | | 120 | 120 | | | | | | - | 20 | E151 FIRE PROT. SYSTEM | |
| 31 | | | 20 | 1 | 2#12, #12G, 3/4"C | | | 1200 | 1200 | | | 2#12, #12G, 3/4"C | 1 | 20 | E153M HEAT SENSOR | |
| 38 E441 ABBLE RECEPT | | | | 1 | | | | | | 1200 | 1200 | | - | _ | | |
| 35 E145 TABLE RECEPT | | | | 1 | | 180 | 180 | 100 | 400 | | | | - | | | |
| 27 | | | | 1 | | | | 180 | 180 | 180 | 720 | | | | | |
| 18 | | | | 1 | | 720 | 720 | | | 100 | 720 | · · · · · | | | E161 CONVECTION OVEN | |
| 14 E182 CONVECTION | | | | 1 | | 0 | | 720 | 200 | | | | | _ | | \top |
| 45 | | | | 1 | | | | | | 200 | 3833 | | | | E164 TILT BRAISING PAN | \dagger |
| 17 | 43 | E145 TABLE RECEPT | 20 | 1 | | 180 | 3833 | | | | | | | | | T |
| 19 E171 COMBI OVEN 25 1 2812, #123, 344°C 200 2000 2000 2812, #123, 344°C 1 20 E171 COMBI OVEN 25 E171 COMBI OVEN 27 27 27 27 27 27 27 2 | 15 | E10 CONV. RECEPT | _ | 1 | | | | 720 | 3833 | | | | | | | 1 |
| 1 | _ | | | 1 | , , | | | | | 720 | 240 | | | | | \downarrow |
| 38 SIT FIRE PROT. SYSTEM 20 1 2#12, #12G, 34°C | | | | 1 | , , | 2200 | 2200 | 1440 | 1440 | | | | | | | |
| 55 103.1 REFR. SYSTEM 35 2 2#8, #10G, 1°C 2652 1581 2 2412, #12G, 34°C 2 20 103C FREEZER COIL 2 2 2 2 2 2 2 2 2 | | | | 1 | | | | 1440 | 1440 | 120 | 120 | 1 1 | | _ | | + |
| 10 | | | | 2 | | 2652 | 1581 | | | 120 | 120 | | | | | + |
| Bit | 57 | | | | | | | 2652 | 1581 | | | | | | | T |
| 83 E704 FRYER | | | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 720 | 600 | 2#12, #12G, 3/4"C | 1 | 20 | E633 GRIDDLE | |
| Second Fayer 20 | | | | 1 | | 600 | 1920 | 1000 | 1000 | | | | | | | + |
| Second S | | | | 1 | | | | 1920 | 1920 | 1000 | 1501 | | | | | + |
| Second Description | | | | 1 | | 600 | 1581 | | | 1920 | 1361 | 2#12, #12G, 3/4 C | | - | | + |
| 71 SPARE | | | | 1 | | 000 | 1001 | 1920 | 2652 | | | 2#8, #10G, 1"C | | | E103.1 REFR. SYSTEM | |
| 75 SPARE | | | | 1 | | | | | | 0 | 2652 | | | | | Ť |
| 77 SPARE 20 1 0 0 0 1 20 SPARE 78 SPARE 20 1 0 0 0 1 20 SPARE 83 SPARE 20 1 0 0 0 1 20 SPARE 83 SPARE 20 1 0 0 0 1 20 SPARE 83 SPARE 20 1 0 0 0 1 20 SPARE 85 SPARE 20 1 0 0 0 1 20 SPARE 85 SPARE 20 1 0 0 0 1 20 SPARE 86 SPARE 20 1 0 0 0 1 20 SPARE 87 SPARE 20 1 0 0 0 1 20 SPARE 89 SPARE 20 1 0 0 0 1 20 SPARE 89 SPARE 20 1 0 0 0 1 20 SPARE 89 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 0 0 0 1 20 SPARE 80 SPARE 20 1 1 20 SPARE 81 SPARE 20 1 1 20 SPARE 82 SPARE 20 1 1 20 SPARE 83 SPARE 20 1 1 20 SPARE 84 SPARE 20 1 1 20 SPARE 85 SPARE 20 1 1 20 SPARE 86 SPARE 20 1 1 20 SPARE 87 SPARE 20 1 1 20 SPARE 88 SPARE 20 1 1 20 SPARE 89 SPARE 20 1 1 20 SPARE 80 SPARE 20 1 1 20 SPARE 81 SPD-K-A/B 30 3 3 0 8864 1 20 SPARE 81 SPD-K-A/B 30 3 3 40 AHU-3 (EXISTING MSB 81 SPARE 30 8864 1 3 40 AHU-3 (EXISTING MSB | | | 20 | 1 | | 0 | 0 | | | | | | 1 | 20 | | I |
| 79 SPARE | | | | 1 | | | | 0 | 0 | _ | _ | | 1 | | | _ |
| SPARE 20 1 | | | | 1 | | | | | | 0 | 0 | | 1 | | | + |
| SARE 20 1 | | | | 1 | | U | U | 0 | 0 | | | | 1 | | | |
| SPARE 20 1 0 0 0 0 1 20 SPARE 37 SPARE 20 1 0 0 0 0 1 20 SPARE 38 SPARE 20 1 0 0 0 1 20 SPARE 39 SPARE 20 1 0 0 0 1 20 SPARE 30 SPARE 30 SPARE 20 1 0 0 0 1 20 SPARE 30 SPARE 30 SPARE 20 1 0 0 0 1 20 SPARE 30 SPARE | | | | 1 | | | | 0 | | 0 | 0 | | | | | + |
| 89 SPARE 20 1 0 0 0 1 20 SPARE 91 SPARE 20 1 0 0 0 1 20 SPARE 93 SPARE 20 1 0 0 0 0 1 20 SPARE 95 SPARE 20 1 0 0 0 0 1 20 SPARE 96 SPARE 20 1 0 0 0 0 1 20 SPARE 97 SPARE 20 1 0 0 0 0 1 20 SPARE 98 SPARE 20 1 0 0 0 0 1 20 SPARE 99 SPARE 20 1 0 0 0 0 1 20 SPARE 99 SPARE 20 1 0 0 0 0 1 20 SPARE 90 SPARE 90 SPARE 90 1 SPARE 90 1 0 0 0 0 1 20 SPARE 90 SPARE 90 1 SPARE 90 1 0 0 0 0 1 20 SPARE 90 SPARE 90 SPARE 90 1 1 20 SPARE 90 SPARE 90 SPARE 90 1 1 20 SPARE 90 S | | | | 1 | | 0 | 0 | | | - | - | | 1 | 20 | | Ť |
| 91 SPARE | | | | 1 | | | | 0 | 0 | | | | 1 | 20 | | I |
| 93 SPARE 20 1 0 0 0 0 1 20 SPARE 95 SPARE 97 SPARE 20 1 0 0 0 0 1 20 SPARE 99 SPARE 99 SPARE 20 1 0 0 0 0 1 20 SPARE 99 SPARE 90 1 SPARE 90 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | | 1 | | | | | | 0 | 0 | | | | | |
| 97 SPARE 20 1 0 0 0 1 20 SPARE 99 SPARE 20 1 0 0 0 1 20 SPARE 99 SPARE 20 1 0 0 0 0 1 20 SPARE 99 SPARE 20 1 1 0 0 0 0 1 20 SPARE 99 SPARE 20 1 1 0 0 0 0 1 20 SPARE 90 SPARE 90 SPARE 90 1 9- 0 0 0 1 20 SPARE 90 SPARE 90 SPARE 90 1 9- 0 0 0 1 20 SPARE 90 SPARE 90 1 9- 9- 9- 9- 9- 9- 9- 9- 9- 9- 9- 9- 9- | | | | 1 | | 0 | 0 | | ^ | | | | 1 | _ | | _ |
| 97 SPARE 20 1 0 0 0 1 20 SPARE 99 SPARE 20 1 0 0 0 0 1 20 SPARE 99 SPARE 20 1 0 0 0 0 1 20 SPARE 90 SPARE 90 SPARE 20 1 0 0 0 0 1 20 SPARE 90 SPARE 90 SPARE 90 1 9- 0 0 0 9- 1 1 20 SPARE 90 SPARE 90 SPARE 90 1 9- 1 1 20 SPARE 90 SPARE 90 1 9- 1 1 20 SPARE 90 9 AHU-4 (EXISTING MSBB) 60 3 9- 1 13296 0 9- 1 1 20 SPARE 91 91 9- 9- 1 1 20 SPARE 91 91 9- 9- 1 1 20 SPARE 91 91 9- 9- 1 1 20 SPARE 91 91 91 91 91 91 91 91 91 91 91 91 91 | | | _ | 1 | | | | U | U | 0 | n | | 1 | | | + |
| 99 SPARE 20 1 0 0 0 1 20 SPARE 01 SPARE 20 1 0 0 0 1 20 SPARE 03 SPARE 20 1 0 0 0 1 20 SPARE 05 SPARE 20 1 0 0 0 1 20 SPARE 05 SPARE 20 1 0 0 0 1 20 SPARE 07 SPARE 20 1 1 20 SPARE 09 AHU-4 (EXISTING MSBB) 60 3 13296 0 1 20 SPARE 11 20 | | | | 1 | | 0 | 0 | | | U | U | | 1 | | | + |
| 03 SPARE 20 1 0 0 1 20 SPARE 05 SPARE 20 1 0 0 1 20 SPARE 07 SPARE 20 1 0 0 1 20 SPARE 09 AHU-4 (EXISTING MSBB) 60 3 13296 0 1 20 SPARE 11 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 0 8864 <td< td=""><td></td><td></td><td></td><td>1</td><td></td><td></td><td></td><td>0</td><td>0</td><td></td><td></td><td></td><td></td><td></td><td></td><td>\dagger</td></td<> | | | | 1 | | | | 0 | 0 | | | | | | | \dagger |
| 05 SPARE 20 1 0 0 1 20 SPARE 07 SPARE 20 1 0 0 0 1 20 SPARE 09 AHU-4 (EXISTING MSBB) 60 3 13296 0 1 20 SPARE 11 1 20 SPARE 13 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 0 8864 | 01 | SPARE | 20 | 1 | | | | | | 0 | 0 | | 1 | 20 | SPARE | |
| 07 SPARE 20 1 13296 0 0 0 1 20 SPARE 09 AHU-4 (EXISTING MSBB) 60 3 13296 0 1 20 SPARE 11 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 0 8864 | | | | 1 | | 0 | 0 | | | | | | 1 | 20 | | 1 |
| 09 AHU-4 (EXISTING MSBB) 60 3 13296 0 1 20 SPARE 11 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 0 8864 19 0 8864 19 0 8864 <td></td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td>0</td> <td>0</td> <td>_</td> <td>_</td> <td></td> <td></td> <td></td> <td></td> <td>4</td> | | | | 1 | | | | 0 | 0 | _ | _ | | | | | 4 |
| 11 13296 0 1 20 SPARE 13 13296 0 1 20 SPARE 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 0 8864 19 0 8864 19 0 8864 Total Load: 47557 VA 52298 VA 43806 VA </td <td></td> <td></td> <td></td> <td>1</td> <td></td> <td>12206</td> <td></td> <td></td> <td></td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td></td> <td>4</td> | | | | 1 | | 12206 | | | | 0 | 0 | | | | | 4 |
| 13 1 20 SPARE 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 0 8864 19 Total Load: 47557 VA 52298 VA 43806 VA | | , | | | | 13290 | U | 13206 | n | | | | • | | | |
| 15 SPD-K-A/B 30 3 0 8864 3 40 AHU-3 (EXISTING MSB 17 19 0 8864 | | | | | | | | 10230 | J | 13296 | 0 | | 1 | | | + |
| 17 0 8864 | | | 1 | | | 0 | 8864 | | | | | | 3 | | AHU-3 (EXISTING MSBB) | + |
| Total Load: 47557 VA 52298 VA 43806 VA | | | | | | | | 0 | 8864 | | | | | | | _ |
| | 19 | | | | | | | | | - | | | | | | \perp |
| | | | | | ı | | | | | | | | | | | |
| Total Amps : 401 A 441 A 365 A | | | | | Total Amps: | 401 | Α | 44 | 1 A | 36 | 5 A | | | | | |

1. PANEL SHALL HAVE TWO SECTIONS WITH 60 SINGLE SLOT POLES IN EACH SECTION.
2. EXISTING AHU-3 AND AHU-4 FROM PANEL MSBB SHALL BE RELOCATED TO THIS PANELBOARD. ELECTRICAL CONTRACTOR SHALL EXTEND EXISTING FEEDERS TO NEW

| E | Mounting: EX inclosure: EX C. Rating: EX | ISTIN | NG | | | Volts: Phases: Wires: | | Wye | | Mains Type: MCB Frame Rating: MCB Rating: 400 A Supply From: | | | | | |
|---------------------|--|-----------|-------------------|---------|------------------------|-----------------------------|------------------------|---------|------------------------|--|-----------|--------------------|---------------------|----|--|
| Circuit Description | Trip (amp s) | Pol es | Wire Size | Appare | A nt Power amps) | Apparei | B nt Power amps) | Appare | C nt Power amps) | Wire Size | Pol es | Trip (amp s) | Circuit Description | | |
| 1 AHU-A1-5 | 15 | 3 | 4#12, #12G, 3/4"C | 803 | 2105 | | | | | 4#12, #12G, 3/4"C | 3 | 20 | LEF-L1-1 | 2 | |
| 3 | | | | | | 803 | 2105 | | | | | | | 4 | |
| 5 | | | | | | | | 803 | 2105 | | | | | 6 | |
| 7 EXISTING | 70 | 3 | | 0 | 0 | | | | | | 3 | 70 | EXISTING | 8 | |
| 9 | | | | | | 0 | 0 | | | | - | | | 10 | |
| 11 | | | | | | | | 0 | 0 | | - | | | 1: | |
| 13 EXISTING | 70 | 3 | | 0 | 0 | | | | | | 3 | 70 | EXISTING | 1 | |
| 15 | | | | | | 0 | 0 | | | | - | | | 1 | |
| 17 | | | | | | | | 0 | 0 | | - | | | 1 | |
| 19 SPARE | 20 | 3 | | 0 | 0 | | | | | | 3 | 60 | EXISTING | 2 | |
| 21 | | | | | | 0 | 0 | | | | - | | | 2 | |
| 23 | | | | | | | | 0 | 0 | | - | | | 2 | |
| 25 EXISTING | 30 | 3 | | 0 | 0 | | | | | | 3 | 30 | EXISTING | 2 | |
| 27 | | | | | | 0 | 0 | | | | - | | | 2 | |
| 29 | | | | | | | | 0 | 0 | | | | | 3 | |
| 31 EXISTING SPD | 20 | 3 | | 0 | 0 | | | | | | 3 | 20 | EXISTING | 3 | |
| 33 | | | | | | 0 | 0 | | | | | | | 3 | |
| 35 | | | | | | | | 0 | 0 | | | | | 3 | |
| | | | Total Load: | 290 | 9 VA | 290 | 9 VA | 290 | 9 VA | | | | | | |
| | | | Total Amps: | 1 | 1 A | 11 | 1 A | 1 | 1 A | | | | | | |
| Load Classification | | | Connect | ed Load | De | mand Fa | ctor | Estimat | ted Dema | nd | | Р | anel Totals | | |
| Motor | | | 8726 | 6 VA | | 100.00% | 6 | 87 | 726 VA | | | | | | |
| | | | | | | | | | | | | | oad: 8726 VA | | |
| | | | | | | | | | | Tota | al Es | t. Dem | and: 8726 VA | | |
| | | | | | | | | | | | | | rent: 10 A | | |
| | | | | | | | | | | Total Est. D | emar | nd Cur | rent: 10 A | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

| | | iting: RE sure: NE iting: 45, | MA 4 | | | | Volts: Phases: Wires: | | Wye | | Frame MCB | Rati Rati | ng: MC ng: 400 ng: 400 om: MS |) A) A | |
|-------|---------------------|-------------------------------------|-----------|-------------------|---------|------|-----------------------------|-------------|----------|---------|-----------------------|--------------|--|----------------------|-----------|
| | Circuit Description | Trip (amp s) | Pol es | Wire Size | , | A | E | 3 | C | : | Wire Size | Pol es | Trip (amp s) | Circuit Description | |
| 1 E | E201A LOAD CENTER | 100 | 3 | 4#1, #8G, 1-1/2"C | 7200 | 7200 | | | | | 4#3, #8G, 1-1/2"C | 3 | 80 | E201A LOAD CENTER | |
| 3 - | - | | | | | | 7200 | 7200 | | | | | | | |
| 5 - | - | | | | | | | | 7200 | 7200 | | | | | |
| 7 E | 201A LOAD CENTER | 80 | 3 | 4#3, #8G, 1-1/2"C | 7200 | 384 | | | | | 4#12, #12G, 3/4"C | 3 | 20 | E708 SCRAP COLLECTOR | T |
| 9 - | - | | | | | | 7200 | 384 | | | | | | | |
| 11 - | - | | | | | | | | 7200 | 384 | | | | | |
| 13 k | KITCHEN SOFT WATER | 20 | 1 | 2#12, #12G, 3/4"C | 1800 | 180 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | WH-1 (K) | T |
| 15 E | E10 CONV. RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | | | 720 | 720 | | | 2#12, #12G, 3/4"C | 1 | | E11 CONV. RECEPT | \top |
| | E11 CONV. RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 720 | 1924 | 2#10, #10G, 3/4"C | 2 | | E109A ICE MACHINE | \top |
| | E139 INSUL. MOBILE | 20 | 1 | 2#12, #12G, 3/4"C | 1800 | 1924 | | | | | | | | | + |
| | E134 40QT MIXER | 20 | 3 | 4#12, #12G, 3/4"C | | | 672 | 672 | | | 4#12, #12G, 3/4"C | 3 | 20 | E134 40QT MIXER | + |
| 23 - | - | | | | | | V | V. E | 672 | 672 | | | | | + |
| 25 - | - | | | | 672 | 672 | | | 012 | 0.2 | | | | | + |
| | E139 INSUL. MOBILE | 20 | 1 | 2#12, #12G, 3/4"C | 012 | 012 | 1800 | 384 | | | 4#12, #12G, 3/4"C | 3 | | E708 SCRAP COLLECTOR | + |
| _ | E11 CONV. RECEPT | 20 | <u></u> | 2#12, #12G, 3/4"C | | | 1000 | 304 | 720 | 384 | | | | | + |
| _ | E11 CONV. RECEPT | 20 | <u>'</u> | 2#12, #12G, 3/4"C | 720 | 384 | | | 120 | 304 | | | | | + |
| _ | E821 BLAST CHILLER | 30 | | 4#10, #10G, 3/4"C | 120 | 304 | 1200 | 1200 | | | 4#10, #10G, 3/4"C | 3 | | E821 BLAST CHILLER | \dashv |
| _ | | | 3 | 4#10, #10G, 3/4 C | | | 1200 | 1200 | 4000 | 4000 | 4#10, #10G, 3/4 C | | | | \dashv |
| 35 - | | | | | 4000 | 4000 | | | 1200 | 1200 | | | | | 4 |
| 37 - | | | | | 1200 | 1200 | | | | | | | | | 4 |
| | ΓEF-K-1 | 20 | 1 | 2#12, #12G, 3/4"C | | | 120 | 180 | | | 2#12, #12G, 3/4"C | 1 | | WH-2 (K) | \perp |
| | -CU-K1-1 | 20 | 2 | 2#12, #12G, 3/4"C | | | | | 1404 | 180 | 2#12, #12G, 3/4"C | 1 | | RP-1 (K) | \perp |
| - 3 | | | | | 1404 | 1404 | | | | | 2#12, #12G, 3/4"C | 2 | 20 | FCU-K1-2 | |
| | TEF-K-2 | 20 | 2 | 2#12, #12G, 3/4"C | | | 600 | 1404 | | | | | | | |
| ŀ7 - | - | | | | | | | | 600 | 1200 | 2#12, #12G, 3/4"C | 1 | 20 | E644 CORD REEL | |
| ŀ9 E | E644 CORD REEL | 20 | 1 | 2#12, #12G, 3/4"C | 1200 | 1200 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | E644 CORD REEL | |
| 51 E | E644 CORD REEL | 20 | 1 | 2#12, #12G, 3/4"C | | | 1200 | 1200 | | | 2#12, #12G, 3/4"C | 1 | 20 | E644 CORD REEL | |
| 3 E | E644 CORD REEL | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 1200 | 0 | | 1 | 20 | SPARE | |
| 55 8 | SPARE | 20 | 1 | | 0 | 0 | | | | | | 1 | 20 | SPARE | |
| 57 8 | SPARE | 20 | 1 | | | | 0 | 0 | | | | 1 | 20 | SPARE | |
| 9 8 | SPARE | 20 | 1 | | | | | | 0 | 0 | | 1 | 20 | SPARE | |
| 31 8 | SPARE | 20 | 1 | | 0 | 0 | | | | | | 1 | 20 | SPARE | |
| 33 8 | SPARE | 20 | 1 | | | | 0 | 0 | | | | 1 | 20 | SPARE | |
| 35 8 | SPARE | 20 | 1 | | | | | | 0 | 0 | | 1 | 20 | SPARE | T |
| 57 5 | SPARE | 20 | 1 | | 0 | 0 | | | | | | 1 | 20 | SPARE | _ |
| | SPARE | 20 | 1 | | | | 0 | 0 | | | | 1 | 20 | SPARE | _ |
| | SPARE | 20 | 1 | | | | | | 0 | 0 | | 1 | | SPARE | T |
| | SPARE | 20 | 1 | | 0 | 0 | | | | | | 1 | | SPARE | _ |
| | SPARE | 20 | 1 | | | | 0 | 0 | | | | 1 | | SPARE | T |
| | SPARE | 20 | 1 | | | | | | 0 | 0 | | 1 | | SPARE | \exists |
| | SPD-K-C/D | 30 | 3 | | 0 | 0 | | | | | | 1 | | SPARE | + |
| 31 - | | | | | | | 0 | 0 | | | | 1 | | SPARE | + |
| 33 - | | | | | | | | 0 | 0 | 0 | | 1 | | SPARE | + |
| - | _ | | | Total Load: | 377/ | 4 VA | 3405 | ∟ 66 VA | 3406 | | | • | 20 | OI AIL | _ |
| | | | | Total Amps: | | 5 A | | 4 A | 284 | | | | | | |
| oad | Classification | | | Connecte | ed Load | De | mand Fa | ctor | Estimate | ed Dema | nd | | Pa | anel Totals | _ |
| lotor | | | | 7476 | VA | | 100.00% | 5 | 74 | 76 VA | | | | | _ |
| | | | | | | | | | | | | | | | |

PANEL SHALL HAVE TWO SECTIONS WITH 42 SINGLE SLOT POLES IN EACH SECTION.

| | Enclosu A.I.C. Ratir | | MA 4 | | Volts: 120/208 Wye Phases: 3 Wires: 4 | | | | | | Mains Type: MCB Frame Rating: 400 A MCB Rating: 400 A Supply From: MSBB | | | | | |
|-----------------------|-------------------------|--------------------|----------------|----------------------------|---------------------------------------|------------------------|------------------|------------------------|-------------------|-------------|---|--------------|--------------------|------------------------|----------------------|--|
| | Circuit Description | Trip (amp s) | Pol es | Wire Size | Apparei | A nt Power amps) | Apparer | 3 nt Power amps) | Apparer (volt- | | Wire Size | Pol es | Trip (amp s) | Circuit Description | | |
| 1 | E811 SODA DISPENSER | 20 | 1 | 2#12, #12G, 3/4"C | 1440 | 360 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | E813 JUICE DISPENSER | T | |
| 3 | E812 TEA/COFFEE BREWER | 20 | 1 | 2#12, #12G, 3/4"C | | | 1680 | 1440 | | | 2#12, #12G, 3/4"C | 1 | 20 | E814 ICE MACHINE | T | |
| 5 | E811 SODA DISPENSER | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 1440 | 1680 | 2#12, #12G, 3/4"C | 1 | 20 | E812 TEA/COFFEE BREWER | T | |
| 7 | E813 JUICE DISPENSER | 20 | 1 | 2#12, #12G, 3/4"C | 360 | 720 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | E10 CONV. RECEPT | T | |
| 9 | E193 REFRIGERATOR | 20 | 1 | 2#12, #12G, 3/4"C | | | 1000 | 1800 | | | 2#12, #12G, 3/4"C | 1 | 20 | E195 FREEZER | | |
| 11 | E189 REFRIGERATOR | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 1032 | 1032 | 2#12, #12G, 3/4"C | 1 | 20 | E189 REFRIGERATOR | | |
| 13 | N DINING LIGHTING | 20 | 1 | 2#10, #10G, 3/4"C | 1214 | 900 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | E804 PIZZA PREP TABLE | | |
| 15 | E153 HOOD LIGHTS | 20 | 1 | 2#12, #12G, 3/4"C | | | 1200 | 1200 | | | 2#12, #12G, 3/4"C | 1 | 20 | E153M HEAT SENSOR | | |
| 17 | E153 HOOD LIGHTS | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 1200 | 1200 | 2#12, #12G, 3/4"C | 1 | 20 | E153M HEAT SENSOR | | |
| 19 | E10 CONV. RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | 720 | 720 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | E10 CONV. RECEPT | | |
| 21 | E819 GAS GRIDDLE | 20 | 1 | 2#12, #12G, 3/4"C | | | 720 | 1612 | | | 2#12, #12G, 3/4"C | 2 | 20 | E187 HEATED CABINET | | |
| 23 | E187 HEATED CABINET | 20 | 2 | 2#12, #12G, 3/4"C | | | | | 1612 | 1612 | - | | | | | |
| 25 | | | | | 1612 | 1612 | | | | | 2#12, #12G, 3/4"C | 2 | 20 | E187 HEATED CABINET | | |
| 27 | W DINING LIGHTING | 20 | 1 | 2#10, #10G, 3/4"C | | | 1250 | 1612 | | | | | | | | |
| 29 | DINING LIGHTING | 20 | 1 | 2#10, #10G, 3/4"C | | | | | 1125 | 1241 | 2#10, #10G, 3/4"C | 1 | 20 | E DINING LIGHTING | | |
| 31 | E DINING LIGHTING | 20 | 1 | 2#10, #10G, 3/4"C | 1050 | 941 | | | | | 2#10, #10G, 3/4"C | 1 | 20 | SERVERY/KITCHEN | | |
| 33 | KITCHEN LIGHTING | 20 | 1 | 2#10, #10G, 3/4"C | | | 1213 | 324 | | | 2#10, #10G, 3/4"C | 1 | 20 | RR LIGHTING | | |
| 35 | W DINING RECEPT | 20 | 1 | 2#10, #10G, 3/4"C | | | | | 1080 | 1080 | 2#10, #10G, 3/4"C | 1 | 20 | W DINING RECEPT | | |
| 37 | ENRTY RECEPT | 20 | 1 | 2#10, #10G, 3/4"C | 720 | 360 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | ENTRY RECEPT | | |
| 39 | DINING RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | | | 720 | 720 | | | 2#10, #10G, 3/4"C | 1 | 20 | DINING RECEPT | | |
| 41 | DINING RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 1080 | 720 | 2#10, #10G, 3/4"C | 1 | 20 | N DINING RECEPT | | |
| 43 | E DINING RECEPT | 20 | 1 | 2#10, #10G, 3/4"C | 1080 | 360 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | JANITOR/STORAGE RECEPT | 1 | |
| 45 | RR RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | | | 540 | 540 | | | 2#10, #10G, 3/4"C | 1 | 20 | RR RECEPT | | |
| 47 | VRH-K-1,2,3,4 | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 400 | 300 | 2#12, #12G, 3/4"C | 1 | 20 | VRG-K-5,6,7 | Τ. | |
| 49 | VRH-K-8,9,10 | 20 | 1 | 2#12, #12G, 3/4"C | 300 | 500 | | | | | 2#12, #12G, 3/4"C | 1 | 20 | VRH-K-11,12,13,14, 15 | | |
| 51 | CONV. RECEPT | 20 | 1 | 2#12, #12G, 3/4"C | | | 720 | 1303 | | | 2#12, #12G, 3/4"C | 1 | 20 | W DINING LIGHTING | | |
| 53 | HYDROPONICS POWER | 20 | 1 | 2#12, #12G, 3/4"C | | | | | 360 | 720 | 2#12, #12G, 314"6 | _ | ~20~ | E19,CONV.RECERT | $\overline{\lambda}$ | |
| 55 | SPD-1A | 30 | 3 | | 0 | 0 | | | | { | 2#10, #10G, 3/4"C | 1 | | EXTERIOR SIGNAGE | | |
| 57 | | | | | | | 0 | 0 | | 1 | | 4 | ~20~ | SPARE | 7 | |
| 59 | | | | | | | | | 0 | 0 | | 1 | 20 | SPARE | | |
| | | | | Total Load: Total Amps: | | 59 VA 5 A | | 8 A | | 4 VA 3 A | | | | | | |
| | Classification | Connecto | Connected Load | | Demand Factor | | Estimated Demand | | mand Panel Totals | | | _ | | | | |
| _oad | Olassification | | 9660 VA | | 125.00% | | 12075 VA | | | | • | and rotalo | | | | |
| Load Lighti | | | | | | | | | | | | | | unor rotato | _ | |

100.00%

79.34%

65.00%

720 VA

13520 VA

15961 VA

Total Est. Demand: 43777 VA

Panel Totals

Total Conn. Load: 173103 VA Total Est. Demand: 116125 VA Total Conn. Current: 208 A Total Est. Demand Current: 140 A

Total Conn. Current: 148 A

Total Est. Demand Current: 122 A

720 VA

Receptacle

Load Classification

17040 VA

24556 VA

1. PANELBOARD SHALL BE A SINGLE SECTION PANELBOARD WITH ONE 60 SINGLE POLE SLOT SECTION.

| | Ma4! | | | | | | | | | | | | | | |
|----|------------------------------------|--------------------|-----------|-------------------|---------|------------------------|-----------------------------|-------|--------------------|----------|-------------------|--------------|--------------------|----------------------|----|
| | Mountir Enclosu A.I.C. Ratir | | MA 4 | | | | Volts: Phases: Wires: | | Wye | | Frame | Rati Rati | ng: 22 | 5 A 5 A | |
| | Circuit Description | Trip (amp s) | Pol es | Wire Size | Apparer | A nt Power amps) | | | Apparer (volt-a | nt Power | Wire Size | Pol es | Trip (amp s) | Circuit Description | |
| 1 | E250 DISHMACHINE | 35 | 3 | 4#8, #10G, 1"C | 7728 | 8005 | | | | | 4#8, #10G, 1"C | 3 | 40 | E252 BOOSTER HEATER | : |
| 3 | | | | | | | 7728 | 8005 | | | | | | | 4 |
| 5 | | | | | | | | | 7728 | 8005 | | | | | (|
| 7 | E805 WASH HEATER | 45 | 3 | 4#6, #10G, 1"C | 9806 | 10775 | | | | | 4#6, #10G, 1"C | 3 | 50 | E805A POWER RINSE | 8 |
| 9 | | | | | | | 9806 | 10775 | | | | | | | 1 |
| 11 | | | | | | | | | 9806 | 10775 | | | | | 1: |
| 13 | E805B MOTORS/CONTROLS | 20 | 3 | 4#12, #12G, 3/4"C | 1745 | 9003 | | | | | 4#6, #10G, 1"C | 3 | 45 | E805C BOOSTER OPTION | 14 |
| 15 | | | | | | | 1745 | 9003 | | | | | | | 1 |
| 17 | | | | | | | | | 1745 | 9003 | | | | | 1 |
| 19 | REF-K-1 | 20 | 3 | 4#12, #12G, 3/4"C | 2770 | 3601 | | | | | 4#12, #12G, 3/4"C | 3 | 20 | E256 POWERWASH SINK | 2 |
| 21 | | | | | | | 2770 | 3601 | | | | | | | 2 |
| 23 | | | | | | | | | 2770 | 3601 | | | | | 2 |
| 25 | E256 POWERWASH SINK | 20 | 3 | 4#12, #12G, 3/4"C | 3601 | 333 | | | | | 4#12, #12G, 3/4"C | 3 | 20 | KEF-1 | 2 |
| 27 | | | | | | | 3601 | 333 | | | | | | | 2 |
| 29 | | | | | | | | | 3601 | 333 | | | | | 3 |
| 31 | KEF-2 | 20 | 3 | 4#12, #12G, 3/4"C | 333 | 0 | | | | | | 1 | 20 | SPARE | 3 |
| 33 | | | | | | | 333 | 0 | | | | 1 | 20 | SPARE | 34 |
| 35 | | | | | | | | | 333 | 0 | | 1 | 20 | SPARE | 3 |
| 37 | SPD-HK | 30 | 3 | | 0 | 0 | | | | | | 1 | 20 | SPARE | 3 |
| 39 | | | | | | | 0 | 0 | | | | 1 | 20 | SPARE | 4 |
| 41 | | | | | | | | | 0 | 0 | | 1 | 20 | SPARE | 42 |

Total Load: 57701 VA 57701 VA 57701 VA

Demand Factor

100.00%

65.00%

Connected Load

10310 VA

162793 VA

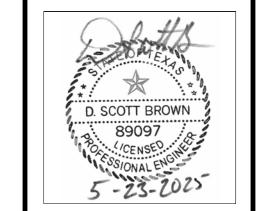
1. PANELBOARD SHALL BE A SINGLE SECTION PANELBOARD WITH ONE 42 SINGLE POLE SLOT SECTION.

Estimated Demand

10310 VA

105815 VA

REVISION SUMMARY: - ADDED EXTERIOR SIGNAGE TO PANELBOARD 1A SCHEDULE.



TRE,

©2023 Purdy - McGuire Mechanical - Electrical Engineer

17300 North Dallas Parkway Suite 3000
Dallas, TX 75248-1147
Firm Registration # F-1511 Tel: 972/239-5357 Fax: 972/239-5231 www.purdy-mcguire.com SCOTT BROWN,
MITCHELL HENTON
MITCHELL HENTON
CHRIS WOODYARD
JOHN KNOWLES

PMI JOB NO. PROJECT MGR.

MECHANICAL THIS DRAWING SHALL NOT BE REPRODUCED FOR ANY PROJECT OTHER THAN THE PROJECT NOTED IN THE TITLE BLOCK, WITHOUT THE WRITTEN CONSENT OF PURDY-McGUIRE, INC.

UNIVE

OF NORTH TEXAS

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REVISIONS DESCRIPTION DATE Addendum 2 05.23.25

SCHEDULES - KITCHEN

LOCATION.

Total Est. Demand: 117404 VA

Total Conn. Current: 399 A

Total Est. Demand Current: 326 A

Total Conn. Current: 294 A

Total Est. Demand Current: 205 A

iE803 ELECTRICAL PANEL

TreanorHL NO. HE0569.2302.01



ADDENDUM NO. 3

PROJECT: UNT Kerr Hall Dining Renovation

HE0569.2302.01

DATE: 05/28/2025

DISTRIBUTION: Client, Consultants, Contractors

For corrections or clarifications, contact: Lauren Davis (Idavis@treanor.design)

This Addendum becomes part of the Contract Documents and shall be acknowledged by each bidder on the proposal form. All parties of the original specifications and drawings shall remain in force except as noted below:

ITEM DETAIL

1.1 DRAWINGS (REISSUED SHEETS WITH MODIFICATIONS) ARCHITECTURAL:

AD101 - DEMOLITION PLAN

· NOTE ADDED TO WALK-IN COLD STORAGE:

077 - EXISTING FREEZER ASSEMBLY TO BE REMOVED IN ITS ENTIRETY. REMOVAL TO INCLUDE THE ARCHITECTURAL WALLS, FLOOR TILE, CONCRETE TOPPING SLAB, REDWOOD THERMAL BREAK AND FREEZER SLAB INSULATION. CONTRACTOR TO PROVIDE BORE TESTING TO CONFIRM PIT DEPTH AND LOCATION PRIOR TO REMOVING TOPPING SLAB. UPON REMOVAL OF EXISTING FREEZER FLOOR ASSEMBLY, EXISTING DEPRESSION TO BE CLEANED, DRIED AND REPAIR ANY EXISTING FOUNDATION DAMAGE IF EXISTING. FILL DEPRESSION WITH CONCRETE TOPPING, OVERALL HEIGHT TO MATCH EXISTING KITCHEN FLOOR. FINISHED FLOOR FROM KITCHEN TO NEW COLD STORAGE ASSEMBLY TO BE FLUSH AND LEVEL. NEW COLD STORAGE ASSEMBLY FACTORY FLOOR TO BE LOCATED ON TOP OF NEW FINISHED FLOOR.

FOOD SERVICE EQUIPMENT:

QF1.0 - FS EQUIPMENT PLAN

• REVISED COLD STORAGE ASSEMBLY TO INCLUDE INTERNAL RAMPS.

QF1.3 - FS SPECIAL CONDITIONS & MECHANICAL PLAN

• DETAIL 2/QF1.3 REVISED TO REFLECT COLD STORAGE ASSEMBLY W/ INTERIOR RAMP DETAIL.

QF1.5 - FS ELECTRICAL PLAN

· UPDATED ELECTRICAL INFORMATION FOR FLIGHT-TYPE DISHMACHINE.

SPECIFICATIONS (REVISED)

- 1.2 Section 11 400 FOODSERVICE EQUIPMENT
 - A. Revise sub-paragraph 5 under Item No. 102 Cold Storage Assembly to reflect below:



ITEM DETAIL

5. Factory floor with diamond treadplate finish, on slab. Provide a reinforced super floor with 3/4" marine grade plywood foamed in place at the factory with fiberglass reinforced plastic structural grid and a stainless-steel diamond treadplate finish floor. Installation to meet all NSF and UL listings. Reinforced 36" internal ramp integral to floor assembly. Critical: Floor to be smooth and level throughout at each stage of installation.

END OF ADDENDUM

DEMOLITION GENERAL NOTES

A. DO NOT SCALE DRAWINGS.

B. VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO

COMMENCING WORK.

C. RETURN ITEMS TO OWNER WHERE NOTED TO BE SALVAGED, OR IN NEW WORK WITHIN PROJECT SCOPE. DISPOSE OFFSITE PER LO REGULATIONS DEMOLITION MATERIALS NOT CLAIMED BY OWNER NOTED TO BE REUSED.

). PATCH AND REPAIR AREAS AFFECTED BY DEMOLITION AND SHOWN TO REMAIN, FOR NEW SCOPE OF WORK.

RETURN REMAINING FURNISHINGS AND EQUIPMENT TO OWNER PRIOR TO DEMOLITION.

EXISTING CONDITIONS INFORMATION WAS OBTAINED FROM DOCUMENTS AND INFORMATION SUPPLIED TO THE ARCHITECT. VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. . REMOVE EXISTING CONSTRUCTION TO THE EXTENT INDICATED ON

AT NO COST TO THE OWNER. H. PREPARE EXISTING CONCRETE SUBSTRATE FOR NEW FINISHES.

REFER TO ENGINEERING DEMOLITION DRAWINGS FOR ADDITIONAL ITEMS TO BE DEMOLISHED. REFER TO MEP DRAWINGS FOR DEMOLITION OF MEP SYSTEMS TO IDENTIFY WORK REQUIRED BY THIS CONTRACTOR WHICH MAY AFFECT DEMOLITION AND/OR REPAIRS OF ARCHITECTURAL ELEMENTS. COORDINATE WITH ALL RELEVANT SUBCONTRACTORS THE EXTENT OF ALL DEMOLITION WORK.

J. RETURN EXISTING TRASH AND RECYCLING RECEPTACLES TO OWNER. K. THIS DEMOLITION PLAN OUTLINES THE SCOPE OF THE WORK INVOLVED FOR THE DEMOLITION PHASE OF THIS PROJECT. REFER TO THE DRAWINGS FOR NEW CONSTRUCTION FOR ADDITIONAL

.. IF SUSPECTED HAZARDOUS MATERIALS ARE ENCOUNTERED, STOP WORK IMMEDIATELY AND NOTIFY OWNER. DO NOT RESUME WORK UNTIL DIRECTED BY THE OWNER.

M. REMOVE TRASH AND DEBRIS FROM THE SITE DAILY.

N. MAINTAIN THE INTEGRITY OF EXISTING RATED WALLS AND FIRE SEAL PENETRATIONS WITH A U.L. APPROVED ASSEMBLY.

O. EXISTING WALLS (OR PORTIONS OF WALLS) TO BE REMOVED FLUSH WHERE INTERSECTING WITH WALLS TO REMAIN. REMAINING WALLS AND FINISH SMOOTH.

P. REFER TO MEP DRAWINGS TO COORDINATE REQUIRED SLAB

TRENCHING/CONCRETE INFILL TO ACCOMMODATE INSTALLATION AND/OR REPAIRS OF BELOW-SLAB UTILITIES. Q. REMOVE REMAINING CEILING AND WALL ELEMENTS, INCLUDING BUT

NOT LIMITED TO CEILING GRID, CEILING TILE, GYPSUM SOFFITS / BULKHEADS, ABANDONED MECHANICAL DUCTWORK AND EQUIPMENT, ABANDONED ELECTRICAL CONDUITS AND LIGHT FIXTURES, ABANDONED PIPING, AND ASSOCIATED WORK NOT SHOWN OR REQUIRED TO MAINTAIN. REFER TO MEP DEMOLITION DRAWINGS FOR ADDITIONAL INFORMATION.

KEYNOTES

001 REMOVE EXISTING WALLS AND WALL BASE 004 DEMO AND INFILL EXISTING FLOOR VENTS. PREP FLOOR FOR NEW TILE FINISH. REFER TO MECHANICAL.

REMOVE EXISTING CASEWORK, SINK AND ASSOCIATED PLUMBING; REFER TO PLUMBING 009 REMOVE EXISTING INTERIOR WINDOWS AND FRAMES 010 REMOVE EXISTING WOOD COLUMN WRAPS, TYPICAL; EXISTING

CAST-IN-PLACE COLUMNS TO REMAIN 017 REMOVE EXISTING FLOORING, PREP SUBFLOOR FOR NEW FLOOR

018 REMOVE EXISTING CASEWORK / MILLWORK 021 REMOVE EXISTING SERVING EQUIPMENT AND ASSOCIATED COMPONENTS, TYPICAL

022 REMOVE EXISTING PASS-THROUGH FREEZER, DOORS, AND ASSOCIATED COMPONENTS 024 REMOVE EXISTING EYE WASH; REFER TO PLUMBING FOR ADDITIONAL SCOPE

028 EXISTING FLOOR-MOUNTED TOILET TO REMAIN 029 REMOVE EXISTING EXHAUST HOOD AND PREPARE EXISTING OVERHEAD DUCT CHASE FOR INSTALLATION OF NEW EXHAUST HOOD; REFER TO MECHANICAL

030 EXISTING LIGHTING CONTROL PANEL TO REMAIN, PROTECT FROM 031 REMOVE EXISTING TOILET PARTITION

033 REMOVE EXISTING FLOOR-MOUNTED TOILET, REFER TO

PLUMBING 034 EXISTING WALL-MOUNTED SINK TO REMAIN 037 EXISTING MOP SINK TO REMAIN

042 REMOVE EXISTING WALL MOUNTED SINK 046 EXISTING BRICK TO REMAIN 049 EXISTING DOOR & FRAME TO REMAIN; REFER TO DOOR SCHEDULE FOR EXTENT OF SCOPE IN THIS AREA

071 EXISTING EXTERIOR DOOR AND TRANSOM WINDOW TO REMAIN 072 EXISTING EXTERIOR DOOR AND HOLLOW METAL FRAME TO REMAIN. REMOVE LOUVER FROM EXISTING HOLLOW METAL FRAME AND PREP OPENING TO RECEIVE NEW LOUVER CUSTOM FABRICATED FOR EXISTING FRAMED OPENING.

073 REMOVE EXISTING SINK AND DRINKING FOUNTAIN

074 REMOVE EXISTING LOCKERS AND CONCRETE CURB. PATCH AND REPAIR FLOORING TO RECEIVE NEW FINISH. 076 CUT OPENING IN EXISTING MASONRY TO ACCOMMODATE NEW LOUVER; REFER TO C6/A601 AND MECHANICAL FOR ADDITIONAL

INFORMATION EXISTING FREEZER ASSEMBLY TO BE REMOVED IN ITS ENTIRETY REMOVAL TO INCLUDE THE ARCHITECTURAL WALLS, FLOOR TILE CONCRETE TOPPING SLAB, REDWOOD THERMAL BREAK AND FREEZER SLAB INSULATION. CONTRACTOR TO PROVIDE BORE TESTING TO CONFIRM PIT DEPTH AND LOCATION PRIOR TO REMOVING TOPPING SLAB. UPON REMOVAL OF EXISTING

FREEZER FLOOR ASSEMBLY, EXISTING DEPRESSION TO BE CLEANED, DRIED AND REPAIR ANY EXISTING FOUNDATION DAMAGE IF EXISTING. FILL DEPRESSION WITH CONCRETE TOPPING, OVERALL HEIGHT TO MATCH EXISTING KITCHEN FLOOR FINISHED FLOOR FROM KITCHEN TO NEW COLD STORAGE ASSEMBLY TO BE FLUSH AND LEVEL. NEW COLD STORAGE

DEMOLITION LEGEND

DEMOLITION PLAN (KITCHEN & DINING)
1/8" = 1'-0"

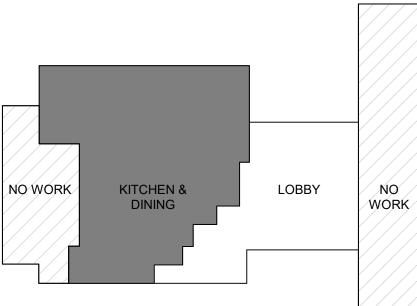
1/8" = 1'-0"

AREAS NOT IN SCOPE

EXISTING WALL TO REMAIN; PROTECT IN PLACE EXISTING FIRE-RATED WALL TO REMAIN

EXISTING DOOR, FRAME AND ASSOCIATED HARDWARE TO REMAIN; PROTECT IN PLACE

REMOVE EXISTING WALL IN ITS ENTIRETY REMOVE DOOR AND FRAME IN ITS ENTIRETY U.N.O.; SALVAGE AND STORE EXISTING DOOR HARDWARE IN GOOD WORKING CONDITION



eanorHL NO. HE0569.2302.0

AD101

DEMOLITION PLAN

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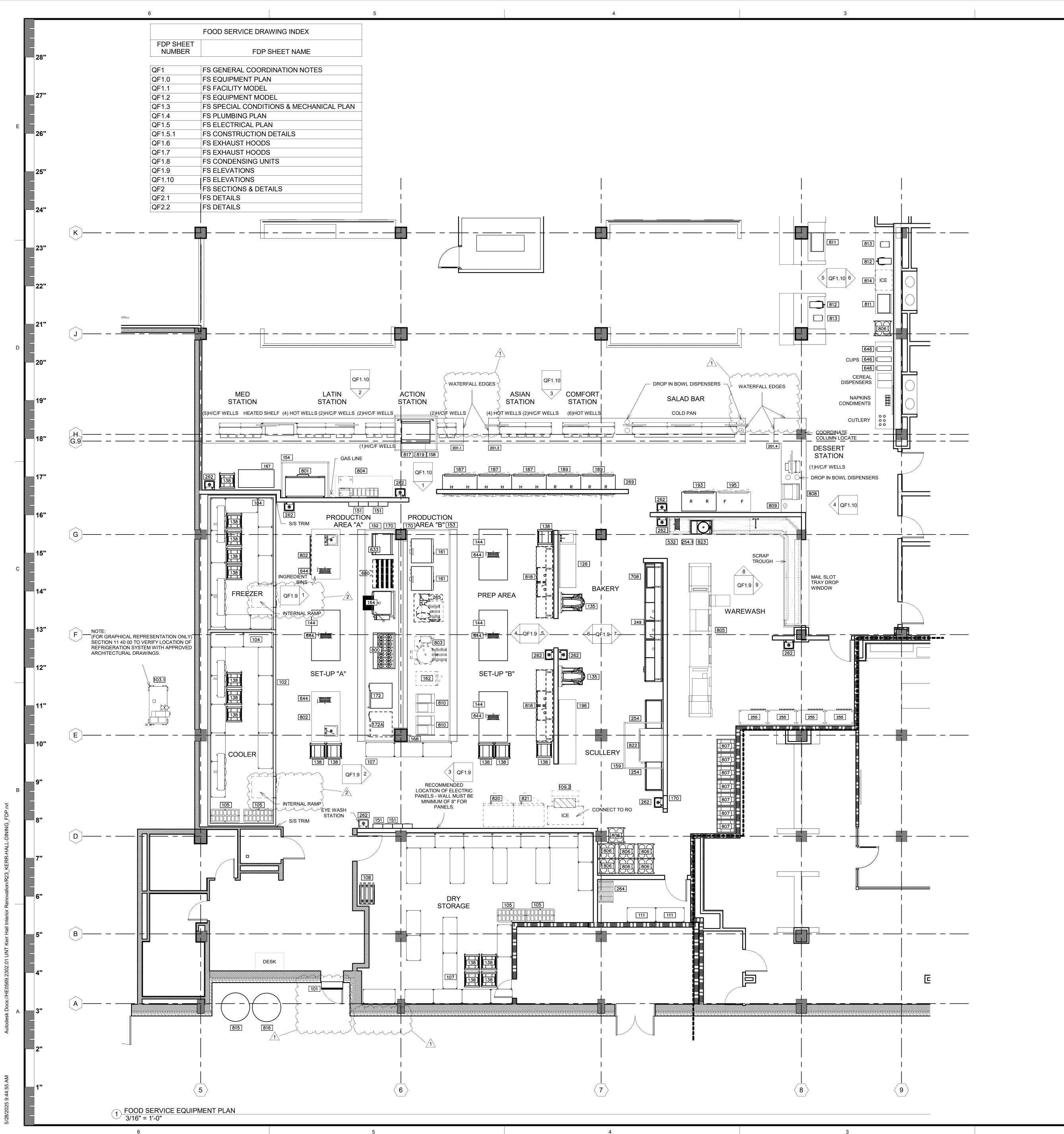
REVISIONS

ADDENDUM 2 05.23.2 ADDENDUM 3 05.28.2

DESCRIPTION

CONSTRUCTION

JANUARY 30, 2025



FOOD SERVICE EQUIPMENT SCHEDULE - KITCHEN

| REFER TO SHEET QF | 1 FOR GENERAL CONTRACTOR & HEALTH DEPARTME | NT COORDINATION NO |
|--------------------|--|--------------------|
| FDP ITEM FDP QTY | FDP DESCRIPTION | FDP REMARKS |

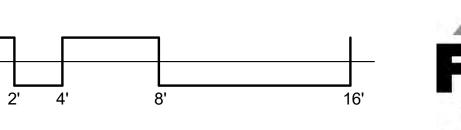
| TOT TIEW | T DI QII | T DI DEGORII TION | 1 DI TILIVII II III |
|---|---|---|---|
| 101 | 1 | AIR SCREEN | |
| 102 | 1 | COLD STORAGE ASSEMBLY | |
| 103.1 | 1 | COLD STORAGE REFRIGERATION SYSTEM | VERIFY LOCATION |
| 104 | 2 | COLD STORAGE SHELVING | OWNER FURNISHED |
| 105 | 4 | DUNNAGE RACK | OWNER FURNISHED |
| 107 | 2 | DRY STORAGE SHELVING | OWNER FURNISHED |
| | | | |
| 108 | 1 | CAN RACK | OWNER FURNISHED |
| 109.2 | 1 | ICE MACHINE | EXISTING / RELOCATE |
| 111 | 2 | CHEMICAL SHELF | OWNER FURNISHED |
| 126 | 1 | BACK COUNTER | |
| 135 | 2 | 60 QUART MIXER | EXISTING / RELOCATE |
| 138 | 18 | PAN RACK | |
| | | | OWNER FURNISHED |
| 144 | 4 | WORKTABLE W/DBL.BAR UT.RACK | |
| 151 | 4 | FIRE PROTECTION SYSTEM | |
| 152 | 1 | EXHAUST HOOD | |
| 153 | 1 | EXHAUST HOOD | |
| 154 | 1 | EXHAUST HOOD | |
| | - | | |
| 158 | 1 | ISLAND EXHAUST HOOD | |
| 159 | 1 | CONDENSATE HOOD | |
| 161 | 2 | CONVECTION OVEN | |
| 162 | 1 | DBL CONVECTION STEAMER - GAS | EXISTING / RELOCATE |
| 164 | 1 | 40 GAL. TILT BRAISING PAN-GAS MANUAL TILT | |
| | - | | |
| 167 | 1 | MOBILE PIZZA CUTTING TABLE | |
| 168 | 1 | S/S WALL CAP | |
| 170 | 3 | S/S WALL PANEL | |
| 172 | 1 | COMBI OVEN | |
| 172A | 1 | COMBLOVEN | EXISTING / RELOCATE |
| 187 | 3 | PASS-THRU HEATED CABINET- 2DR | |
| | | | |
| 189 | 2 | PASS-THRU REFRIGERATOR - 2DR | |
| 193 | 1 | REACH-IN REFRIGERATOR - 2DR | |
| 195 | 1 | REACH-IN FREEZER - 2DR | |
| 196 | 1 | BACK COUNTER | |
| 201.1 | 1 | HOT ACTION COUNTER | |
| | | | |
| 201.2 | 1 | HOT SERVICE COUNTER | |
| 201.4 | 1 | DESSERT COUNTER | |
| 249 | 1 | THREE COMPARTMENT SINK W/DISPOSER | |
| 254 | 2 | SOILED & CLEAN DISHTABLE | |
| | 1 | MAIL SLOT DISHTABLE | |
| | - | | |
| 255 | 4 | MOBILE DRYING RACK | |
| 262 | 10 | HAND SINK | |
| 264 | 1 | REVERSE OSMOSIS SYSTEM & RACK | |
| 265 | 1 | 40 GAL. TILT KETTLE | EXISTING / RELOCATE |
| 269 | 1 | S/S CORNER GUARDS | |
| 532 | 1 | HOSE REEL | |
| | | 1.55-1.5-1 | |
| 633 | 1 | GRIDDLE W/ STAND | |
| 644 | 6 | ELECTRIC CORD REEL | PROVIDED BY DIV. 26 |
| 646 | 3 | CUP DISPENSER | OWNER FURNISHED |
| 660 | 1 | CHARBROILER | EXISTING / RELOCATE |
| 708 | 1 | SCRAP COLLECTOR | |
| | | | |
| 800 | 1 | 10 BURNER RANGE | |
| 801 | 1 | DECK OVEN | |
| 802 | 2 | WORKTABLE W-SINK | |
| 803 | 1 | KETTLE 60 GALLON | EXISTING / RELOCATE |
| 804 | 1 | MARBLE TOP PIZZA PREP TABLE | |
| 805 | 1 | FLIGHT TYPE DISHMACHINE | |
| | - | | 014/14/50 51 101 1101 1101 |
| 806 | 8 | POKER CHIP DOLLY | OWNER FURNISHED |
| 807 | 7 | GLASS RACK DOLLY | OWNER FURNISHED |
| | <u> </u> | ICE CREAM DIPPING CABINET | |
| | 1 | TOE OILE WILLIAM OF TOUR TE | |
| 808 | 1 1 | DIPPER WELL | |
| 808 809 | 1 | DIPPER WELL | |
| 808 809 810 | 1 2 | DIPPER WELL FRYER BATTERY | |
| 808 809 810 811 | 1 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER | PURVEYOR PROVIDED |
| 808 809 810 811 812 | 1 2 2 2 | DIPPER WELL FRYER BATTERY | PURVEYOR PROVIDED PURVEYOR PROVIDED |
| 808 809 810 811 | 1 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER | |
| 808 809 810 811 812 813 | 1 2 2 2 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER | PURVEYOR PROVIDED PURVEYOR PROVIDED |
| 808 809 810 811 812 | 1 2 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / |
| 808 809 810 811 812 813 | 1 2 2 2 2 2 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / |
| 808 809 810 811 812 813 814 815 | 1 2 2 2 2 2 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED |
| 808 809 810 811 812 813 814 815 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED |
| 808 809 810 811 812 813 814 815 | 1 2 2 2 2 2 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / |
| 808 809 810 811 812 813 814 815 816 817 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED |
| 808 809 810 811 812 813 814 815 816 817 818 819 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE POWER SOAK SINK COUNTER TOP GRIDDLE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED EXISTING / RELOCATE |
| 808 809 810 811 812 813 814 815 816 817 818 819 820 | 1 2 2 2 2 1 1 1 1 2 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE POWER SOAK SINK COUNTER TOP GRIDDLE BLAST CHILLER | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED EXISTING / RELOCATE EXISTING / RELOCATE |
| 808 809 810 811 812 813 814 815 816 817 818 819 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE POWER SOAK SINK COUNTER TOP GRIDDLE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED EXISTING / RELOCATE |

ADDENDUM 2 REVISIONS ON THIS SHEET

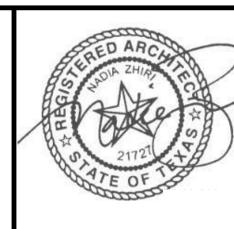
- ADDED WATERFALL EDGES TO SERVING COUNTERS
- REMOVED CANOPY AT RECEIVING DOOR
- REMOVED HOSE BIBB AT LOADING DOCK
- REVISED SIZE OF AIR SCREEN AT RECEIVING DOOR

ADDENDUM 3 REVISIONS ON THIS SHEET

• REVISED COLD STORAGE ASSEMBLY TO INCLUDE IUNTERNAL RAMPS.







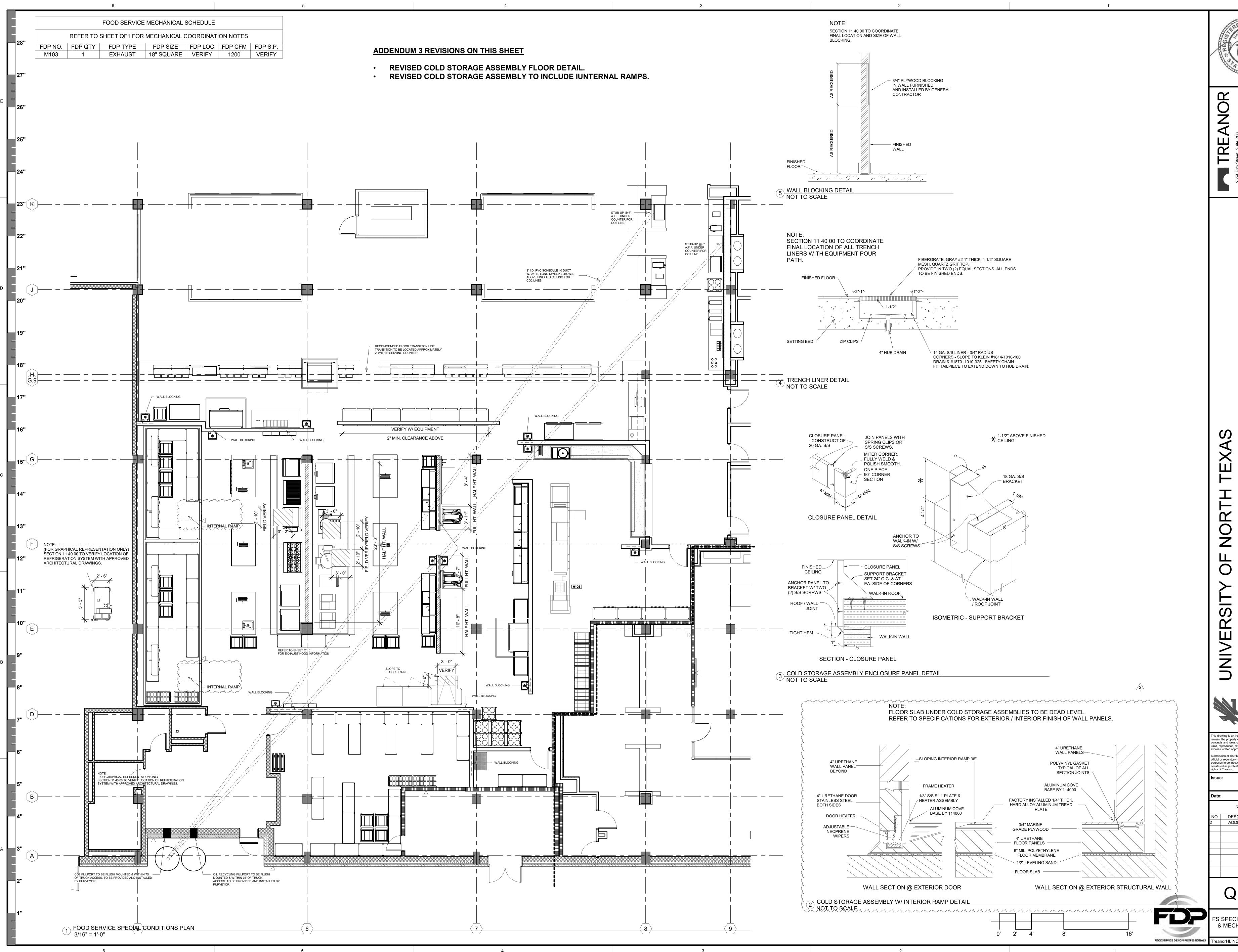
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DESCRIPTION ADDENDUM 2 05.23.2 ADDENDUM 3 05.28.25

QF1.0

FS EQUIPMENT PLAN



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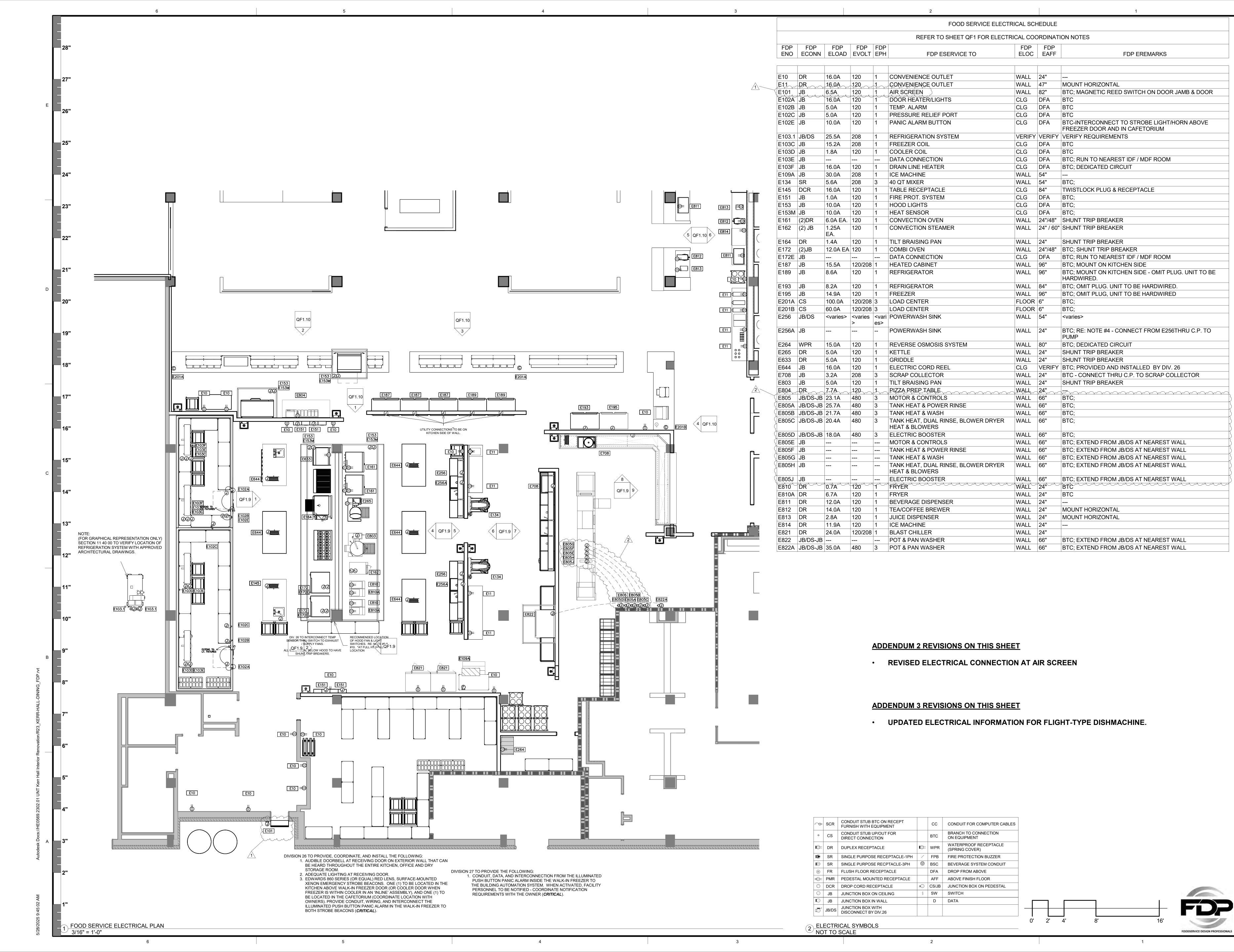
CONSTRUCTION REVISIONS

DESCRIPTION DATE ADDENDUM 3 05.28.25

QF1.3

FS SPECIAL CONDITIONS & MECHANICAL PLAN

TreanorHL NO. HE0569.2302.0





TREANOR

Felm Street, Suite 200
as, TX 75226
e: 214.310.1018

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ISSUE FOR CONSTRUCTION APRIL 08, 2025

REVISIONS

DESCRIPTION DATE
ADDENDUM 2 05.23.25
ADDENDUM 3 05.28.25

QF1.5

FS ELECTRICAL PLAN

TreanorHL NO. HE0569.2302.0

DEMOLITION GENERAL NOTES

A. DO NOT SCALE DRAWINGS.

B. VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO

COMMENCING WORK.

C. RETURN ITEMS TO OWNER WHERE NOTED TO BE SALVAGED, OR IN NEW WORK WITHIN PROJECT SCOPE. DISPOSE OFFSITE PER LO REGULATIONS DEMOLITION MATERIALS NOT CLAIMED BY OWNER NOTED TO BE REUSED.

). PATCH AND REPAIR AREAS AFFECTED BY DEMOLITION AND SHOWN TO REMAIN, FOR NEW SCOPE OF WORK.

RETURN REMAINING FURNISHINGS AND EQUIPMENT TO OWNER PRIOR TO DEMOLITION.

EXISTING CONDITIONS INFORMATION WAS OBTAINED FROM DOCUMENTS AND INFORMATION SUPPLIED TO THE ARCHITECT. VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. . REMOVE EXISTING CONSTRUCTION TO THE EXTENT INDICATED ON

AT NO COST TO THE OWNER. H. PREPARE EXISTING CONCRETE SUBSTRATE FOR NEW FINISHES.

REFER TO ENGINEERING DEMOLITION DRAWINGS FOR ADDITIONAL ITEMS TO BE DEMOLISHED. REFER TO MEP DRAWINGS FOR DEMOLITION OF MEP SYSTEMS TO IDENTIFY WORK REQUIRED BY THIS CONTRACTOR WHICH MAY AFFECT DEMOLITION AND/OR REPAIRS OF ARCHITECTURAL ELEMENTS. COORDINATE WITH ALL RELEVANT SUBCONTRACTORS THE EXTENT OF ALL DEMOLITION WORK.

J. RETURN EXISTING TRASH AND RECYCLING RECEPTACLES TO OWNER. K. THIS DEMOLITION PLAN OUTLINES THE SCOPE OF THE WORK INVOLVED FOR THE DEMOLITION PHASE OF THIS PROJECT. REFER TO THE DRAWINGS FOR NEW CONSTRUCTION FOR ADDITIONAL

.. IF SUSPECTED HAZARDOUS MATERIALS ARE ENCOUNTERED, STOP WORK IMMEDIATELY AND NOTIFY OWNER. DO NOT RESUME WORK UNTIL DIRECTED BY THE OWNER.

M. REMOVE TRASH AND DEBRIS FROM THE SITE DAILY.

N. MAINTAIN THE INTEGRITY OF EXISTING RATED WALLS AND FIRE SEAL PENETRATIONS WITH A U.L. APPROVED ASSEMBLY.

O. EXISTING WALLS (OR PORTIONS OF WALLS) TO BE REMOVED FLUSH WHERE INTERSECTING WITH WALLS TO REMAIN. REMAINING WALLS AND FINISH SMOOTH.

P. REFER TO MEP DRAWINGS TO COORDINATE REQUIRED SLAB

TRENCHING/CONCRETE INFILL TO ACCOMMODATE INSTALLATION AND/OR REPAIRS OF BELOW-SLAB UTILITIES. Q. REMOVE REMAINING CEILING AND WALL ELEMENTS, INCLUDING BUT

NOT LIMITED TO CEILING GRID, CEILING TILE, GYPSUM SOFFITS / BULKHEADS, ABANDONED MECHANICAL DUCTWORK AND EQUIPMENT, ABANDONED ELECTRICAL CONDUITS AND LIGHT FIXTURES, ABANDONED PIPING, AND ASSOCIATED WORK NOT SHOWN OR REQUIRED TO MAINTAIN. REFER TO MEP DEMOLITION DRAWINGS FOR ADDITIONAL INFORMATION.

KEYNOTES

001 REMOVE EXISTING WALLS AND WALL BASE 004 DEMO AND INFILL EXISTING FLOOR VENTS. PREP FLOOR FOR NEW TILE FINISH. REFER TO MECHANICAL.

REMOVE EXISTING CASEWORK, SINK AND ASSOCIATED PLUMBING; REFER TO PLUMBING 009 REMOVE EXISTING INTERIOR WINDOWS AND FRAMES 010 REMOVE EXISTING WOOD COLUMN WRAPS, TYPICAL; EXISTING

CAST-IN-PLACE COLUMNS TO REMAIN 017 REMOVE EXISTING FLOORING, PREP SUBFLOOR FOR NEW FLOOR

018 REMOVE EXISTING CASEWORK / MILLWORK 021 REMOVE EXISTING SERVING EQUIPMENT AND ASSOCIATED COMPONENTS, TYPICAL

022 REMOVE EXISTING PASS-THROUGH FREEZER, DOORS, AND ASSOCIATED COMPONENTS 024 REMOVE EXISTING EYE WASH; REFER TO PLUMBING FOR ADDITIONAL SCOPE

028 EXISTING FLOOR-MOUNTED TOILET TO REMAIN 029 REMOVE EXISTING EXHAUST HOOD AND PREPARE EXISTING OVERHEAD DUCT CHASE FOR INSTALLATION OF NEW EXHAUST HOOD; REFER TO MECHANICAL

030 EXISTING LIGHTING CONTROL PANEL TO REMAIN, PROTECT FROM 031 REMOVE EXISTING TOILET PARTITION

033 REMOVE EXISTING FLOOR-MOUNTED TOILET, REFER TO

PLUMBING 034 EXISTING WALL-MOUNTED SINK TO REMAIN 037 EXISTING MOP SINK TO REMAIN

042 REMOVE EXISTING WALL MOUNTED SINK 046 EXISTING BRICK TO REMAIN 049 EXISTING DOOR & FRAME TO REMAIN; REFER TO DOOR SCHEDULE FOR EXTENT OF SCOPE IN THIS AREA

071 EXISTING EXTERIOR DOOR AND TRANSOM WINDOW TO REMAIN 072 EXISTING EXTERIOR DOOR AND HOLLOW METAL FRAME TO REMAIN. REMOVE LOUVER FROM EXISTING HOLLOW METAL FRAME AND PREP OPENING TO RECEIVE NEW LOUVER CUSTOM FABRICATED FOR EXISTING FRAMED OPENING.

073 REMOVE EXISTING SINK AND DRINKING FOUNTAIN

074 REMOVE EXISTING LOCKERS AND CONCRETE CURB. PATCH AND REPAIR FLOORING TO RECEIVE NEW FINISH. 076 CUT OPENING IN EXISTING MASONRY TO ACCOMMODATE NEW LOUVER; REFER TO C6/A601 AND MECHANICAL FOR ADDITIONAL

INFORMATION EXISTING FREEZER ASSEMBLY TO BE REMOVED IN ITS ENTIRETY REMOVAL TO INCLUDE THE ARCHITECTURAL WALLS, FLOOR TILE CONCRETE TOPPING SLAB, REDWOOD THERMAL BREAK AND FREEZER SLAB INSULATION. CONTRACTOR TO PROVIDE BORE TESTING TO CONFIRM PIT DEPTH AND LOCATION PRIOR TO REMOVING TOPPING SLAB. UPON REMOVAL OF EXISTING

FREEZER FLOOR ASSEMBLY, EXISTING DEPRESSION TO BE CLEANED, DRIED AND REPAIR ANY EXISTING FOUNDATION DAMAGE IF EXISTING. FILL DEPRESSION WITH CONCRETE TOPPING, OVERALL HEIGHT TO MATCH EXISTING KITCHEN FLOOR FINISHED FLOOR FROM KITCHEN TO NEW COLD STORAGE ASSEMBLY TO BE FLUSH AND LEVEL. NEW COLD STORAGE

DEMOLITION LEGEND

DEMOLITION PLAN (KITCHEN & DINING)
1/8" = 1'-0"

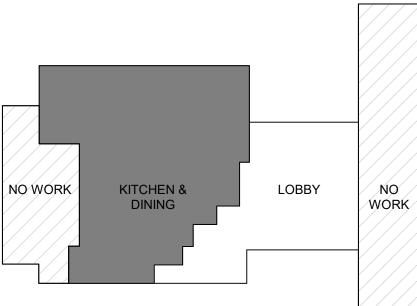
1/8" = 1'-0"

AREAS NOT IN SCOPE

EXISTING WALL TO REMAIN; PROTECT IN PLACE EXISTING FIRE-RATED WALL TO REMAIN

EXISTING DOOR, FRAME AND ASSOCIATED HARDWARE TO REMAIN; PROTECT IN PLACE

REMOVE EXISTING WALL IN ITS ENTIRETY REMOVE DOOR AND FRAME IN ITS ENTIRETY U.N.O.; SALVAGE AND STORE EXISTING DOOR HARDWARE IN GOOD WORKING CONDITION



eanorHL NO. HE0569.2302.0

AD101

DEMOLITION PLAN

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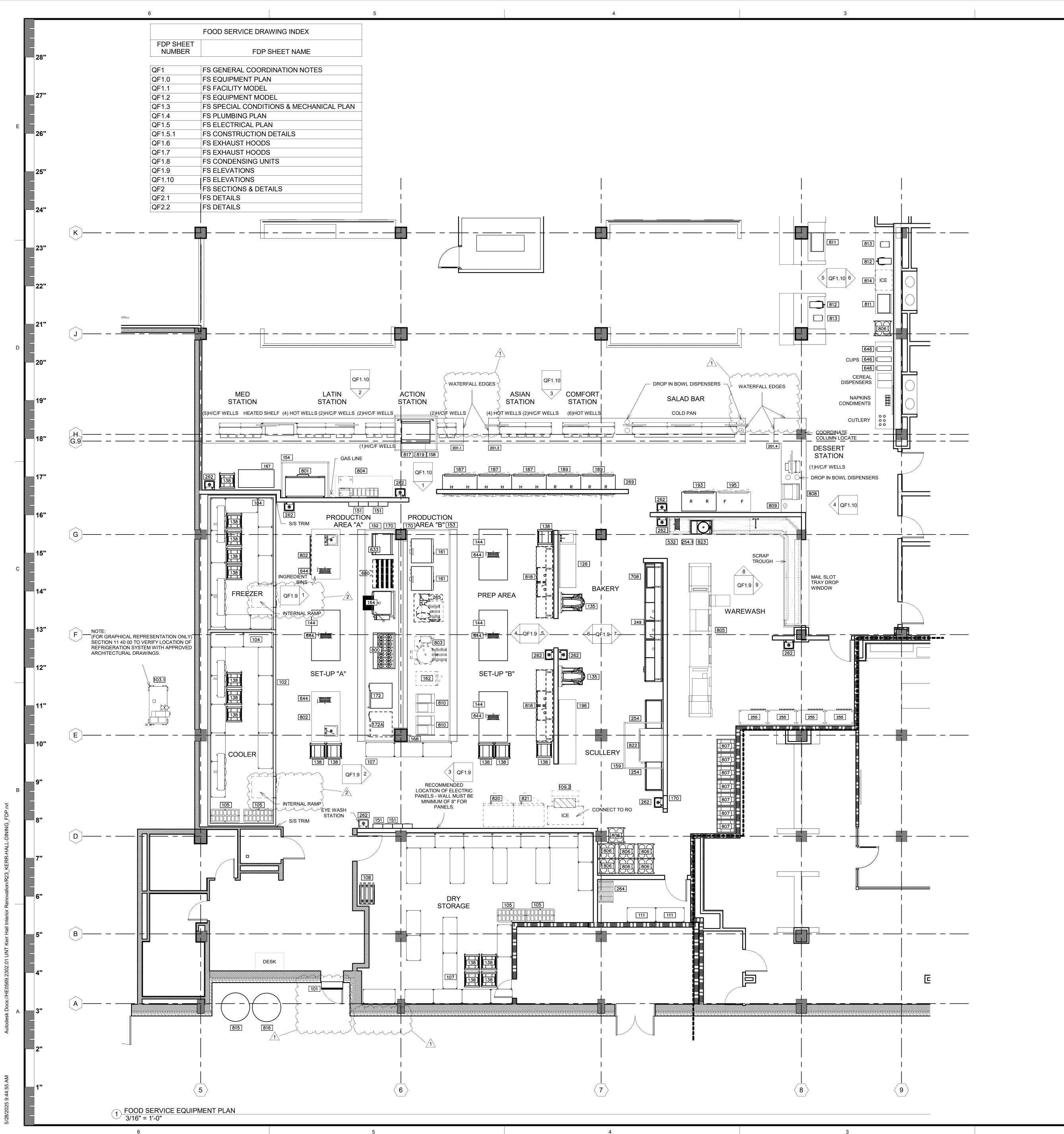
REVISIONS

ADDENDUM 2 05.23.2 ADDENDUM 3 05.28.2

DESCRIPTION

CONSTRUCTION

JANUARY 30, 2025



FOOD SERVICE EQUIPMENT SCHEDULE - KITCHEN

| REFER TO SHEET QF | 1 FOR GENERAL CONTRACTOR & HEALTH DEPARTME | NT COORDINATION NO |
|--------------------|--|--------------------|
| FDP ITEM FDP QTY | FDP DESCRIPTION | FDP REMARKS |

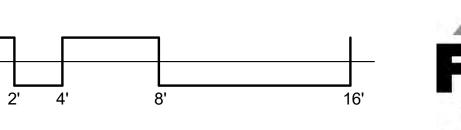
| TOT TIEW | T DI QII | T DI DEGORII TION | 1 DI TILIVII II III |
|---|---|---|---|
| 101 | 1 | AIR SCREEN | |
| 102 | 1 | COLD STORAGE ASSEMBLY | |
| 103.1 | 1 | COLD STORAGE REFRIGERATION SYSTEM | VERIFY LOCATION |
| 104 | 2 | COLD STORAGE SHELVING | OWNER FURNISHED |
| 105 | 4 | DUNNAGE RACK | OWNER FURNISHED |
| 107 | 2 | DRY STORAGE SHELVING | OWNER FURNISHED |
| | | | |
| 108 | 1 | CAN RACK | OWNER FURNISHED |
| 109.2 | 1 | ICE MACHINE | EXISTING / RELOCATE |
| 111 | 2 | CHEMICAL SHELF | OWNER FURNISHED |
| 126 | 1 | BACK COUNTER | |
| 135 | 2 | 60 QUART MIXER | EXISTING / RELOCATE |
| 138 | 18 | PAN RACK | |
| | | | OWNER FURNISHED |
| 144 | 4 | WORKTABLE W/DBL.BAR UT.RACK | |
| 151 | 4 | FIRE PROTECTION SYSTEM | |
| 152 | 1 | EXHAUST HOOD | |
| 153 | 1 | EXHAUST HOOD | |
| 154 | 1 | EXHAUST HOOD | |
| | - | | |
| 158 | 1 | ISLAND EXHAUST HOOD | |
| 159 | 1 | CONDENSATE HOOD | |
| 161 | 2 | CONVECTION OVEN | |
| 162 | 1 | DBL CONVECTION STEAMER - GAS | EXISTING / RELOCATE |
| 164 | 1 | 40 GAL. TILT BRAISING PAN-GAS MANUAL TILT | |
| | - | | |
| 167 | 1 | MOBILE PIZZA CUTTING TABLE | |
| 168 | 1 | S/S WALL CAP | |
| 170 | 3 | S/S WALL PANEL | |
| 172 | 1 | COMBI OVEN | |
| 172A | 1 | COMBLOVEN | EXISTING / RELOCATE |
| 187 | 3 | PASS-THRU HEATED CABINET- 2DR | |
| | | | |
| 189 | 2 | PASS-THRU REFRIGERATOR - 2DR | |
| 193 | 1 | REACH-IN REFRIGERATOR - 2DR | |
| 195 | 1 | REACH-IN FREEZER - 2DR | |
| 196 | 1 | BACK COUNTER | |
| 201.1 | 1 | HOT ACTION COUNTER | |
| | | | |
| 201.2 | 1 | HOT SERVICE COUNTER | |
| 201.4 | 1 | DESSERT COUNTER | |
| 249 | 1 | THREE COMPARTMENT SINK W/DISPOSER | |
| 254 | 2 | SOILED & CLEAN DISHTABLE | |
| | 1 | MAIL SLOT DISHTABLE | |
| | - | | |
| 255 | 4 | MOBILE DRYING RACK | |
| 262 | 10 | HAND SINK | |
| 264 | 1 | REVERSE OSMOSIS SYSTEM & RACK | |
| 265 | 1 | 40 GAL. TILT KETTLE | EXISTING / RELOCATE |
| 269 | 1 | S/S CORNER GUARDS | |
| 532 | 1 | HOSE REEL | |
| | | 1.55-1.5-1 | |
| 633 | 1 | GRIDDLE W/ STAND | |
| 644 | 6 | ELECTRIC CORD REEL | PROVIDED BY DIV. 26 |
| 646 | 3 | CUP DISPENSER | OWNER FURNISHED |
| 660 | 1 | CHARBROILER | EXISTING / RELOCATE |
| 708 | 1 | SCRAP COLLECTOR | |
| | | | |
| 800 | 1 | 10 BURNER RANGE | |
| 801 | 1 | DECK OVEN | |
| 802 | 2 | WORKTABLE W-SINK | |
| 803 | 1 | KETTLE 60 GALLON | EXISTING / RELOCATE |
| 804 | 1 | MARBLE TOP PIZZA PREP TABLE | |
| 805 | 1 | FLIGHT TYPE DISHMACHINE | |
| | - | | 014/4150 51 104 1101 1101 |
| 806 | 8 | POKER CHIP DOLLY | OWNER FURNISHED |
| 807 | 7 | GLASS RACK DOLLY | OWNER FURNISHED |
| | <u> </u> | ICE CREAM DIPPING CABINET | |
| | 1 | TOE OILE WILLIAM OF TOUR TE | |
| 808 | 1 1 | DIPPER WELL | |
| 808 809 | 1 | DIPPER WELL | |
| 808 809 810 | 1 2 | DIPPER WELL FRYER BATTERY | |
| 808 809 810 811 | 1 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER | PURVEYOR PROVIDED |
| 808 809 810 811 812 | 1 2 2 2 | DIPPER WELL FRYER BATTERY | PURVEYOR PROVIDED PURVEYOR PROVIDED |
| 808 809 810 811 | 1 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER | |
| 808 809 810 811 812 813 | 1 2 2 2 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER | PURVEYOR PROVIDED PURVEYOR PROVIDED |
| 808 809 810 811 812 | 1 2 2 2 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / |
| 808 809 810 811 812 813 | 1 2 2 2 2 2 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / |
| 808 809 810 811 812 813 814 815 | 1 2 2 2 2 2 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED |
| 808 809 810 811 812 813 814 815 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED |
| 808 809 810 811 812 813 814 815 | 1 2 2 2 2 2 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / |
| 808 809 810 811 812 813 814 815 816 817 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED |
| 808 809 810 811 812 813 814 815 816 817 818 819 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE POWER SOAK SINK COUNTER TOP GRIDDLE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED EXISTING / RELOCATE |
| 808 809 810 811 812 813 814 815 816 817 818 819 820 | 1 2 2 2 2 1 1 1 1 2 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE POWER SOAK SINK COUNTER TOP GRIDDLE BLAST CHILLER | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED EXISTING / RELOCATE EXISTING / RELOCATE |
| 808 809 810 811 812 813 814 815 816 817 818 819 | 1 2 2 2 2 1 1 1 | DIPPER WELL FRYER BATTERY BEVERAGE DISPENSER TEA & COFFEE BREWER JUICE DISPENSER ICE MACHINE CO2 BULK STORAGE TANK OIL RECYCLE TANK REFRIGERATED CHEF'S BASE POWER SOAK SINK COUNTER TOP GRIDDLE | PURVEYOR PROVIDED PURVEYOR PROVIDED EXISTING / RELOCATE PURVEYOR PROVIDED / PURVEYOR INSTALLED PURVEYOR PROVIDED / PURVEYOR INSTALLED EXISTING / RELOCATE |

ADDENDUM 2 REVISIONS ON THIS SHEET

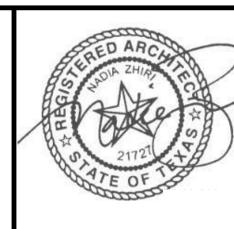
- ADDED WATERFALL EDGES TO SERVING COUNTERS
- REMOVED CANOPY AT RECEIVING DOOR
- REMOVED HOSE BIBB AT LOADING DOCK
- REVISED SIZE OF AIR SCREEN AT RECEIVING DOOR

ADDENDUM 3 REVISIONS ON THIS SHEET

• REVISED COLD STORAGE ASSEMBLY TO INCLUDE IUNTERNAL RAMPS.







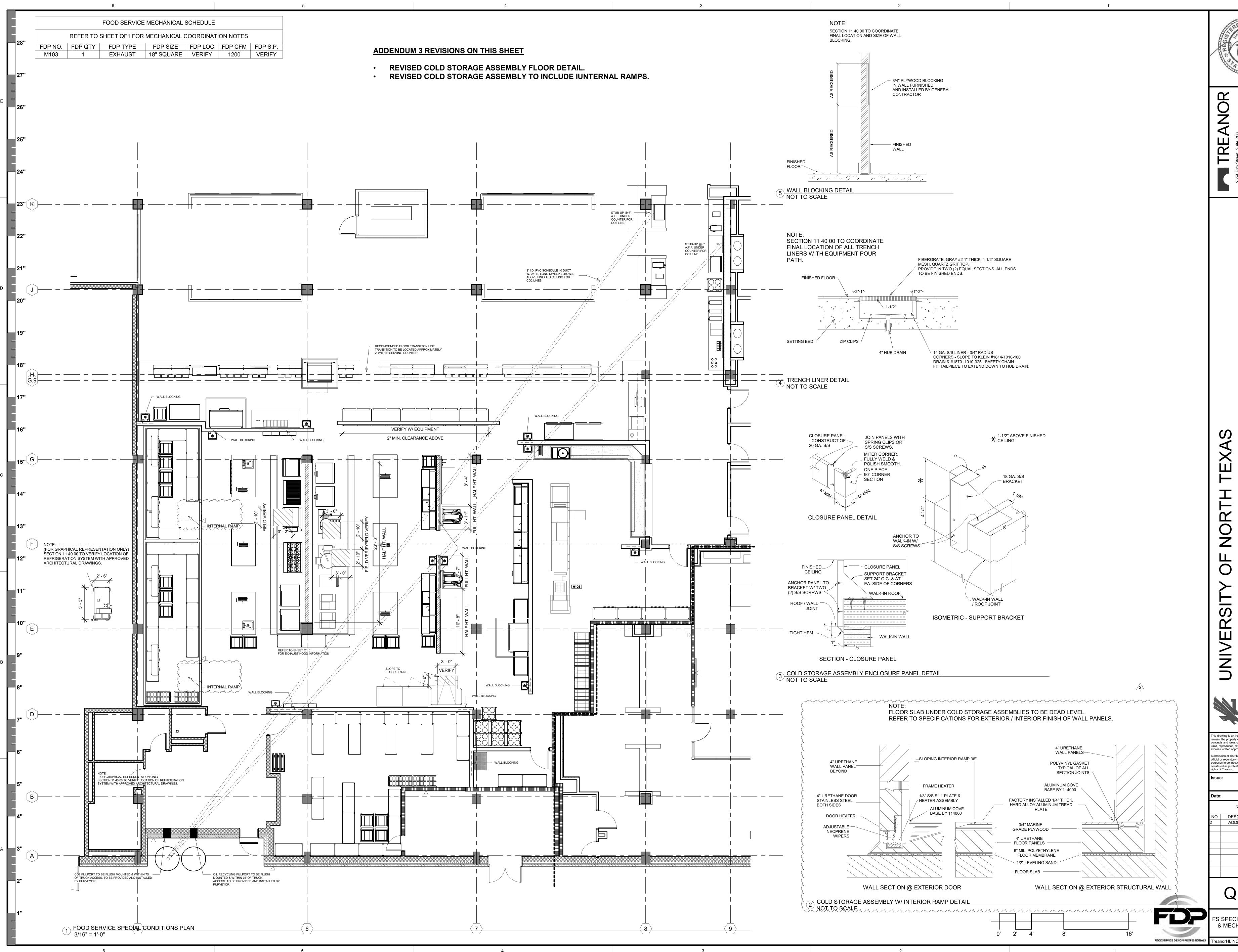
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DESCRIPTION ADDENDUM 2 05.23.2 ADDENDUM 3 05.28.25

QF1.0

FS EQUIPMENT PLAN



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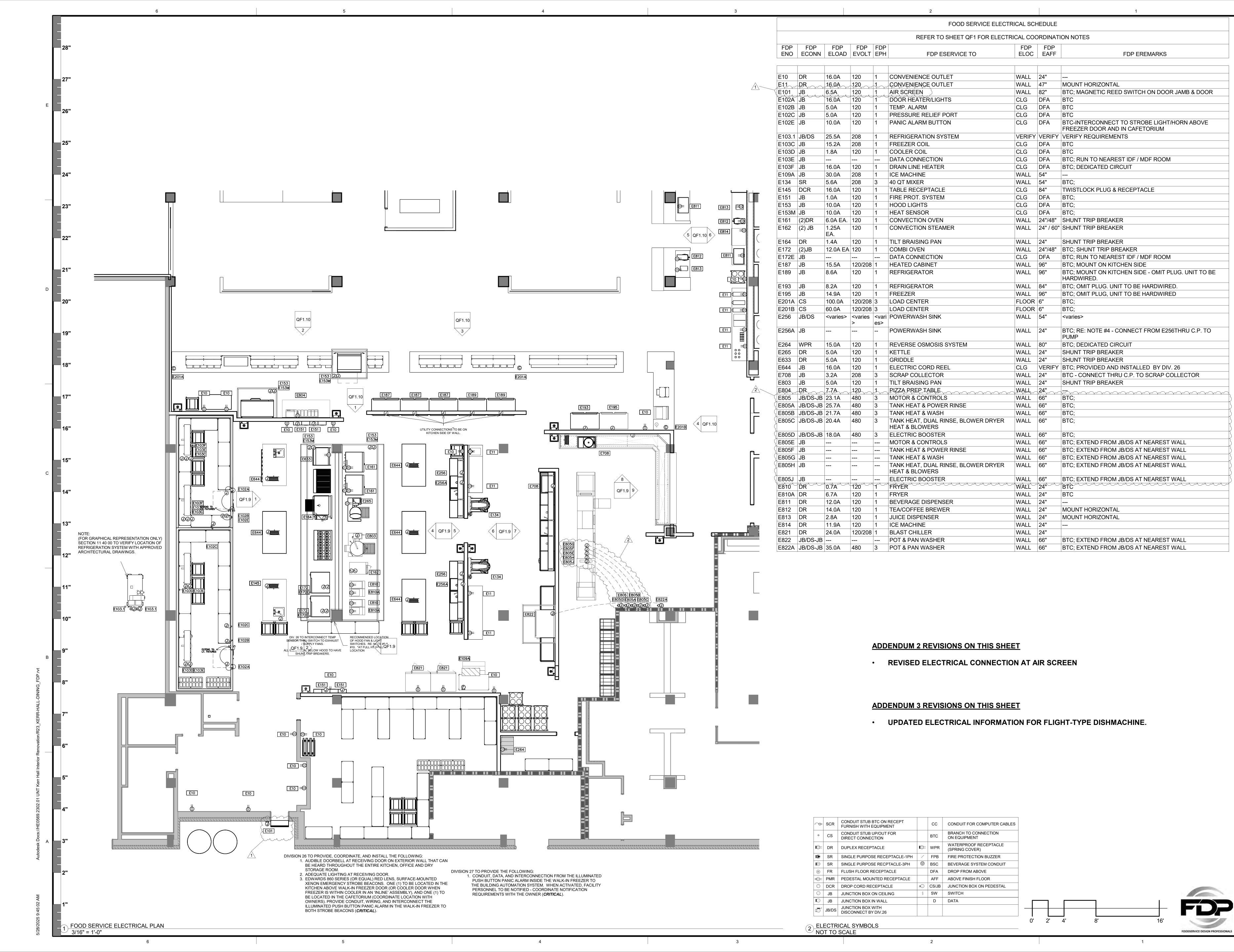
CONSTRUCTION REVISIONS

DESCRIPTION DATE ADDENDUM 3 05.28.25

QF1.3

FS SPECIAL CONDITIONS & MECHANICAL PLAN

TreanorHL NO. HE0569.2302.0





TREANOR

Felm Street, Suite 200
as, TX 75226
e: 214.310.1018

..TreanorHL.com

ERIOR RENOVATION

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ISSUE FOR CONSTRUCTION APRIL 08, 2025

REVISIONS

DESCRIPTION DATE
ADDENDUM 2 05.23.25
ADDENDUM 3 05.28.25

QF1.5

FS ELECTRICAL PLAN

TreanorHL NO. HE0569.2302.0

DOCUMENT 006000

PROJECT FORMS

PAYMENT BOND

Surety Bond No.

| STATE OF TEXAS COUNTY OF | § § | | | |
|--|--|--|--|-------------------|
| Surety, are hereby held and firm Dollars (\$) for payradministrators, and successors, jo | nly bound unto the U ment whereof the said pintly and severally, by | Principal and Sure the terms and con- | | rs, |
| The conditions of this o Obligee, as an entity of the State made a part hereof for all purpos | of Texas, dated the | day of , 200 | ipal entered into a certain contract with t ("Contract"), which is hereto attached a | he nd – |
| force and effect unless and until the Contract documents and Pri Obligee. | l 120 days after Princ incipal has executed a | ipal has faithfully partial that actions are copy of the attac | nat this Payment Bond shall remain in for performed the Contract in accordance wheel Payment Affidavit and provided it | to |
| supplied labor, materials, or supreceipt of notice from the Oblig make arrangements satisfactory shall the liability of the Surety famount of this bond. | pplies used in Princip gee or a claim in the f to the interested partic for the Principal's failt | oan's performance of form required by lar es to resolve all amoure to promptly pay | e any amount owed to persons who hat of the said Contract, the Surety will, up we, satisfy all undisputed balances due, a punts disputed in good faith, but in no ever for labor, materials, or supplies exceed to | and ent the |
| The Surety agrees to incurred by the Obligee by reason | pay to the Obligee u | pon demand all lo any breach of this of | ss and expense, including attorney's fe obligation by the Principal or the Surety. | es, |
| | the work provided to as provided in Chapte | er 2253 of the Texa | e protection of all parties supplying labor act, and all such parties shall have a din as Government Code. If any legal action | |
| | limitations and rame | dies concerning thi | is Bond shall be determined in accorda suant to which this bond is executed. | nce |
| | EOF, the above parti | es have executed the name and seal of | his instrument under their several seals of each party being hereto affixed, and o | this luly |
| CONSTRUCTION MANAGE | ER-AT-RISK | | | |
| (Firm Name) | | (Address) | | |
| (Signature) | | (City, State, Z | ip) | <u> </u> |
| (Typed Name and Title) | | (Telephone) | | |
| (Texas Vendor ID No.) | | _ | | |

PERFORMANCE BOND

Surety Bond No.

| STATE OF TEXAS | § | | | | |
|---|--------------------|-----------------|-------------------|---|-----------|
| COUNTY OF | § | | | | |
| LET IT BE KNOW Principal, and | N BY THIS INS' | TRUMENT: | That we, | | , as |
| Principal, and | a (| corporation di | aly authorized to | o do business in the | State of |
| The Country and hands | y hold and tirmly | t hound linto | the University | OI MOLIII I CYGO DAO | ittii, as |
| Oldings in the sum of | | Dollars (\$ |) 1 | or payment whereof | the said |
| Principal and Surety bind th | emselves, their he | eirs, executors | s, administrators | s, and successors, joir | itly and |
| severally, by the terms and co | onditions herein. | | | | |
| The conditions of t contract with the Obligee, a ("Contract"), which is here of | s an entity of the | e State of Te | exas, dated the | ncipal entered into aday of l purposes, for the | , 20 |
| 180 E | | | | _: | |
| | | | | | |

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

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

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

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

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

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

| seals this day of in the year 2 | s have executed this instrument under their several to the name and corporate seal of each corporate |
|---|--|
| party being hereto affixed, and these present duly si | igned by its undersigned representative pursuant to |
| authority of its governing body. | |
| | |
| ATTEST: | |
| | (Principal) |
| | |
| (Signature) | (Signature) |
| 1.0 | |
| | (Typed Name and Title) |
| (Typed Name and Title) | (Typed Name and Time) |
| | |
| (CEAL) | |
| (SEAL) | |
| | |
| ATTEST: | |
| ATTEST. | (Surety) |
| | |
| | (Signature) |
| (Signature) | (Signature) |
| | |
| (Typed Name and Title) | (Typed Name and Title) |
| | |
| | |
| (SEAL) | |
| | |
| The second second | 2000 |
| Surety's Texas Local Recording | Surety's Home Office Agent or |
| Agent or Resident Agent: | Servicing Agent: |
| | |
| | (Name) |
| (Signature) | (Fame) |
| | |
| (Typed Name) | (Title) |
| | |
| | 7.11 X |
| (License No.) | (Address) |
| | |
| (File No) | (City, State, Zip) |
| | |
| | |
| (Address) | (Telephone) |
| | |
| (Cit. State Zie) | |
| (City, State, Zip) | |
| | |

(Telephone)

Rev. 2/17



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. Yes, I will be subcontracting portions of the contract.
 - Section 2 b. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. Yes
 - Section 4 Affirmation
 - GFE Method A (Attachment A) Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. Yes, I will be subcontracting portions of the contract.
 - Section 2 b. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. No
 - Section 2 d. Yes
 - Section 4 Affirmation
 - GFE Method A (Attachment A) Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. Yes, I will be subcontracting portions of the contract.
 - Section 2 b. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. No
 - Section 2 d. No
 - Section 4 Affirmation
 - GFE Method B (Attachment B) Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 Self Performing Justification
 - Section 4 Affirmation

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

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c. Requisition #:

HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

| its subcontracting opportunities if the total value of the respondent's subcontracts with Texas cert agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrat which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirer to be subcontracted to HUBs with which the respondent does not have a continuous contract* in HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Te | tified HUBs meets or exceeds the statewide HUB goal or the te good faith effort, the respondent must identify the HUBs with ment, only the aggregate percentage of the contracts expected place for more than five (5) years shall qualify for meeting the |
|---|---|
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| SECTION 1: RESPONDENT AND REQUISITION INFORMATION | |
| a. Respondent (Company) Name: | State of Texas VID #: |
| Point of Contact: | Phone #: |
| E-mail Address: | Fax #: |
| b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No | |

Bid Open Date:

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
 - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
 - □ *No*, I will not be subcontracting <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| | | HU | Bs | Non-HUBs | |
|--------|---|--|---|--|--|
| Item # | Subcontracting Opportunity Description | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. | |
| 1 | | % | % | % | |
| 2 | | % | % | % | |
| 3 | | % | % | % | |
| 4 | | % | % | % | |
| 5 | | % | % | % | |
| 6 | | % | % | % | |
| 7 | | % | % | % | |
| 8 | | % | % | % | |
| 9 | | % | % | % | |
| 10 | | % | % | % | |
| 11 | | % | % | % | |
| 12 | | % | % | % | |
| 13 | | % | % | % | |
| 14 | | % | % | % | |
| 15 | | % | % | % | |
| | Aggregate percentages of the contract expected to be subcontracted: | % | % | % | |

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

- Check the appropriate box (Yes or No) that indicates whether you will be using <u>only</u> Texas certified HUBs to perform <u>all</u> of the subcontracting opportunities you listed in SECTION 2, Item b.
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

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

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

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

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

| | | HL | JBs | Non-HUBs | |
|-------|---|--|---|--|--|
| Item# | Subcontracting Opportunity Description | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. | |
| 16 | | % | % | % | |
| 17 | | % | % | % | |
| 18 | | % | % | % | |
| 19 | | % | % | % | |
| 20 | | % | % | % | |
| 21 | | % | % | % | |
| 22 | | % | % | % | |
| 23 | | % | % | % | |
| 24 | | % | % | % | |
| 25 | | % | % | % | |
| 26 | | % | % | % | |
| 27 | | % | % | % | |
| 28 | | % | % | % | |
| 29 | | % | % | % | |
| 30 | | % | % | % | |
| 31 | | % | % | % | |
| 32 | | % | % | % | |
| 33 | | % | % | % | |
| 34 | | % | % | % | |
| 35 | | % | % | % | |
| 36 | | % | % | % | |
| 37 | | % | % | % | |
| 38 | | % | % | % | |
| 39 | | % | % | % | |
| 40 | | % | % | % | |
| 41 | | % | % | % | |
| 42 | | % | % | % | |
| 43 | | % | % | % | |
| • | Aggregate percentages of the contract expected to be subcontracted: | % | % | % | |

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

| Enter your company's name here: | | Requisition #: | |
|--|--|--|--|
| SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, in the space provided bel materials and/or equipment. | | | |
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| SECTION 4: AFFIRMATION | | | |
| As evidenced by my signature below, I affirm that I am an authorize supporting documentation submitted with the HSP is true and correct | | | |
| The respondent will provide notice as soon as practical to all contract. The notice must specify at a minimum the contract subcontracting opportunity they (the subcontractor) will perfort the total contract that the subcontracting opportunity represen point of contact for the contract no later than ten (10) working d | cting agency's name and its po m, the approximate dollar value ts. A copy of the notice required | oint of contact for the contract, the of the subcontracting opportunity and by this section must also be provide | e contract award number, the nd the expected percentage of |
| The respondent must submit monthly compliance reports (Formula compliance with the HSP, including the use of and exhttps://www.comptroller.texas.gov/purchasing/docs/hub-forms/ | penditures made to its subco | ontractors (HUBs and Non-HUBs | |
| The respondent must seek approval from the contracting ag subcontractors and the termination of a subcontractor the resp respondent may be subject to any and all enforcement remedies state contracting. | ondent identified in its HSP. If the | e HSP is modified without the contr | racting agency's prior approval, |
| The respondent must, upon request, allow the contracting age are being performed and must provide documentation regarding | | of the company's headquarters and | /or work-site where services |
| Signature | Printed Name | Title | Date (mm/dd/yyyy) |

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

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

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: Description:

SECTION A-2: SUBCONTRACTOR SELECTION

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

| Company Name | Texas certified HUB | Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank. | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|---------------------|---|------------------------------|---------------------------------------|
| | - Yes - No | • | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | _ | \$ | % |
| | - Yes - No | _ | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |

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

HSP Good Faith Effort - Method B (Attachment B)

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

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: Description:

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

| Company Name | (Do not en | Texas VID ter Social Security Numbers.) | Date Notice Sent (mm/dd/yyyy) | Did the HUB F | Respond? |
|--------------|------------|--|----------------------------------|---------------|----------|
| | | | | - Yes | - No |
| | | | | - Yes | - No |
| | | • | | - Yes | - No |

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

| Trade Organizations or Development Centers | Date Notice Sent (mm/dd/yyyy) | Was the Notice | Accepted? |
|--|----------------------------------|----------------|-----------|
| | | - Yes | - No |
| | | - Yes | - No |

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

| Texas certified HUB | Also identify whether they are a Texas certified the approximate dollar value of the work to be HUBs and verifying their HUB status, ensure the Business (HUB) Directory Search located | you are complet you listed in SEC Identification No searching for Te - Historically U | nter the item number and description of the subcontracting opportunity you listed in attachment. a. Enter the item number and description of the subcontracting opportunity for w Item Number: Description: b. List the subcontractor(s) you selected to perform the subcontracting opportur HUB and their Texas Vendor Identification (VID) Number or federal Emplied subcontracted, and the expected percentage of work to be subcontracted. W |
|---|---|---|--|
| Texas viii or federal EIN Do not enter Social Security Numbers If you do not know their VID / EIN, leave their VID / EIN field blank. | as certified HUB. | | you use the State of Texas' Centralized Master Bidders List (CMB |
| - Yes - No \$ | Security Numbers. v their VID / EIN, Dollar Amount Percentage of | | _ |
| - Yes - No \$ | | res - No | |
| - Yes - No \$ | \$ % | res - No | |
| - Yes - No \$ | \$ % | res - No | |
| - Yes - No \$ - Yes - No \$ - Yes - No \$ | \$ % | res - No | |
| - Yes - No \$ - Yes - No \$ | \$ 9 | res - No | |
| - Yes - No \$ | \$ 9 | res - No | |
| | \$ 9 | res - No | |
| Voc. No. | \$ 9 | res - No | |
| - Yes - No \$ | \$ 9 | es - No | |
| - Yes - No \$ | \$ | 'es - No | |
| c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, prediction for your selection process (attach additional page if necessary): | I` | | |

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

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HUB Subcontracting Opportunity Notification Form

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

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

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

| identified in Section C, Item 1. Submit your response to the point-of-contact reference | ed in Section A. | | | | |
|---|--|--|---|---|---|
| SECTION A: PRIME CONTRACTOR'S INFORMATION | | | | | |
| Company Name: | | | State of | Texas VID #: | |
| Point-of-Contact: | | | | Phone #: | |
| E-mail Address: | | | | Fax #: | |
| SECTION B: CONTRACTING STATE AGENCY AND REQUISITION | INFORMATION | | | | |
| Agency Name: | | | | | |
| Point-of-Contact: | | | | Phone #: | |
| Requisition #: | | | Bid | Open Date: | |
| | | | | | (mm/dd/yyyy) |
| SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE | DATE, DESCRIPTION | ON, REC | QUIREMENTS AI | ND RELATED | INFORMATION |
| Potential Subcontractor's Bid Response Due Date: | | | | | _ |
| If you would like for our company to consider your company | - | _ | opportunity identif | ed below in Ite | em 2, |
| we must receive your bid response no later than | | on | Date (mm/dd/yyyy) | | |
| | Central Time | | Date (mm/dd/yyyy) | | |
| least seven (7) working days to respond to the notice prior to submitting our bit to us submitting our bid response to the contracting agency, we must proganizations or development centers (in Texas) that serves members of American, Woman, Service Disabled Veteran) identified in Texas Administration (A working day is considered a normal business day of a state agency, not by its executive officer. The initial day the subcontracting opportunity notice is considered to be "day zero" and does not count as one of the seven (7) we | rovide notice of each f groups (i.e., Asian P ative Code, §20.282(19) including weekends, fe is sent/provided to the | of our si Pacific Ar 9)(C). ederal or | ubcontracting oppo merican, Black Am state holidays, or o | ertunities to two erican, Hispan days the agenc | o (2) or more trade ic American, Native by is declared closed |
| 2. Subcontracting Opportunity Scope of Work: | | | | | |
| 3. Required Qualifications: | | | | | - Not Applicable |
| 4. Bonding/Insurance Requirements: | | | | | - Not Applicable |
| 5. Location to review plans/specifications: | | | | | - Not Applicable |

UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION AND DESIGN CONTRACTS 2022, AMENDED

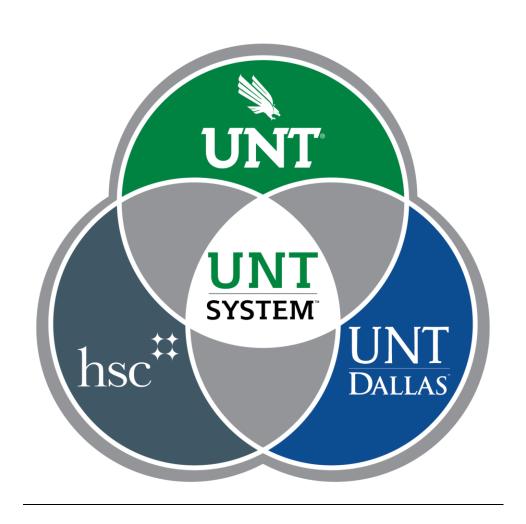


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UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION AND DESIGN CONTRACTS 2024

ARTICLE 1. <u>DEFINITIONS</u>

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

- 1.1 "Addendum/Addenda" means formally issued written or graphic modification and/or interpretations of the Construction Documents that may add to, delete from, clarify or correct the description and/or scope of the Work. Addenda are issued during the bidding phase of the project.
- 1.2 "Application for Final Payment" means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.
- 1.3 "Application for Payment" means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed and performed in accordance with the requirements of the Contract Documents for which an invoice has not been submitted. The Application for Payment must accurately reflect the progress of the Work, be itemized based on the Schedule of Values, bear the notarized signature of Contractor, and not include subcontracted items for which Contractor does not intend to pay.
- 1.4 "Authority Having Jurisdiction" means a federal, state, local or other regional department, or an individual such as a fire marshal, building official, electrical inspector, utility provider or other individual having statutory authority.
- 1.5 "Baseline Schedule" means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by Design Professional and Owner), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the Longest Path of activities, durations, and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.
- 1.6 "Certificate of Final Completion" means the certificate issued by Design Professional that documents, to the best of Design Professional's knowledge and understanding, Contractor's completion of all Contractor's Punch list items and pre-final Punch list items, final cleanup, and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.

- 1.7 "Certificate of Substantial Completion" means the certificate executed by the Design Professional, Owner, and Contractor that documents to the best of the Design Professional's and Owner's knowledge and understanding, Contractor's sufficient completion of the Work in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.8 "Change Order" means a written modification of the Contract between Owner and Contractor, agreed to and signed by Owner, Contractor, and Design Professional.
- 1.9 "Change Order Request (COR)" means a Contractor generated document which describes a change in the scope of Work, including a detailed description, Drawings and Specifications, and a request for changes to costs or time, as necessary, to inform Owner of the nature of the requested change to the Contract.
- 1.10 "Close-Out Documents" mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavits of payment, releases of liens and claims, and other documents as may be further defined, identified, and required by the Contract Documents.
- 1.11 "Construction Cost Limitation (CCL)" means the maximum funding authorized by and available to Owner to pay for the construction of the Project, exclusive of: (I) furniture, fixtures and other equipment (FFE) not in the Contract; (ii) Owner's Contingency; and (iii) any design and/or commissioning fees.
- 1.12 "Contract" means the agreement, including all attachments thereto, and all of the Contract Documents between Owner and Contractor.
- 1.13 "Contract Date" is the date when the agreement between Owner and Contractor becomes effective.
- 1.14 "Contract Documents" mean those documents identified as a component of the Contract between Owner and Contractor. These may include, but are not limited to: Drawings; Specifications; Uniform General Conditions; Owner's Special Conditions; Owner's Design Criteria Package for Design-Build Projects; Guaranteed Maximum Price Proposal executed by Owner and Contractor; all Change Orders; all pre-bid and/or pre-proposal addenda; Owner's Request for Proposal and/or Request for Qualifications; and Contractor's response to Owner's Request for Proposal and/or Request for Qualifications.
- 1.15 "Contract Duration" means the period between the Effective Date of the Contract and the end of the Warranty Period.
- 1.16 "Contract Sum" means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.17 "Contract Time" means the period between the start date identified in the Notice to Proceed with construction and the date to achieve Substantial Completion identified in the Notice to Proceed or as subsequently amended by a Change Order.

- 1.18 "Contractor" means the individual, corporation, limited liability company, partnership, joint venture, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number but shall be interpreted to include the plural. The term "Contractor" shall also be inclusive of and apply to Design Professional in these Uniform General Conditions when the context does not indicate otherwise.
- 1.19 "Construction Change Directive" means an approved change in the Work issued by the Owner without the complete agreement of Contractor as to cost and/or time.
- 1.20 "Construction Documents" mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.
- 1.21 "Construction Manager-at-Risk", in accordance with Tex. Education Code §51.782, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.
- 1.22 "Coordination Documents" means an ongoing process performed by the Contractor that documents, in a format approved by the Owner, the review of plans and specifications developed by the Design Professional demonstrating the Contractor understands the scope of the project and reviews complex interrelationships among project components.
- 1.23 "Date of Commencement" means the date designated in the Notice to Proceed for Contractor to commence the Work.
- 1.24 "Day" means a calendar day unless otherwise specifically stipulated.
- 1.25 "Design-Build" means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build Firm. The Design-Build Project delivery shall be implemented in accordance with Tex. Education Code § 51.780.
- 1.26 "Design-Build Firm", in accordance with Texas Education Code § 51.780, means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.
- 1.27 "Design Professional" means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner or Design-Build Firm to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.

- 1.28 "Drawings" mean that product and set of documents of Design Professional which graphically depicts the Work.
- 1.29 "Final Completion" means the date determined and certified by Design Professional and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.30 "Final Payment" means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made including adjustments to the final Contract Sum resulting from approved change orders and release of Contractor's retainage.
- 1.31 "Float" means the period of time a task can be delayed without delaying Substantial Completion Date.
- 1.32 "Historically Underutilized Business (HUB)" pursuant to Tex. Gov't Code, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
- 1.33 "Longest Path" means the sequence of directly related activities that comprise the longest continuous chain of activities from the start of the first activity to the finish of the last activity. The activities represent critical path plus Float plus historical Weather Days. Each activity in the Longest Path is critical and directly related in that it prevents its successor from being scheduled earlier than it is.
- 1.34 "Notice to Proceed" means written document furnished by the Owner informing Contractor of the date to commence the Work and the date anticipated for Substantial Completion.
- 1.35 "Open Item List" means a list of work activities, Punch list items, changes, or other issues not expected by Owner, Design Professional, and Contractor to be complete prior to Substantial Completion.
- 1.36 "Owner" means the University of North Texas System and/or its component institutions, as a higher education university system and agency of the State of Texas.
- 1.37 "Owner's Construction Manager (OCM)" means the individual assigned by the Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The OCM does not have the authority to bind the Owner or direct changes to the scope, cost, or time of the Contract.
- 1.38 "Owner's Designated Representative (ODR)" means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 1.39 "Progress Assessment Report (PAR)" means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).

- 1.40 "Project" means all activities necessary for realization and completion of Owner's desired building or other structure including all ancillary and related work. This includes design, contract award(s), execution of the Work itself, fulfillment of all Contract and warranty obligations, and work by Owner's forces or other contractors.
- 1.41 "Project Costs" means all costs necessary for the realization and completion of Owner's desired building or other structure including all ancillary and related work. This includes design, contract award(s), execution of the Work itself, fulfillment of all Contract and warranty obligations, and work by Owner's forces or other contractors.
- 1.42 "Proposal Request (PR)" means a document that informs Contractor, Owner, and Design Professional of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's pricing for the proposed change.
- 1.43 "Punch List" means a list of items of Work to be completed or corrected by Contractor before Final Completion, and indicates items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.
- 1.44 "Reasonably Inferable" means a fair, proper, and moderate conclusion reached by considering all of the facts and deducing a logical conclusion from them.
- 1.45 "Record Documents" mean the Drawings, Specifications, and other materials maintained by Contractor during construction and as corrected by Design Professional, that documents all addenda, Architect's Supplemental Instructions, Change Orders, and postings and markings that record the as-built conditions of the Work and all changes made during construction.
- 1.46 "Request for Information (RFI)" means a written request by Contractor directed to Design Professional and Owner for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work.
- 1.47 "Samples" mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 1.48 "Schedule of Values" means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work, submitted by Contractor for approval by Owner and Design Professional.
- 1.49 "Shop Drawings" mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.
- 1.50 "Site" means the geographical area of the location of the Work.
- 1.51 "Special Conditions" mean the documents containing terms and conditions which may be unique to the Work or Project.

- 1.52 "Specifications" mean the written product of Design Professional that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.
- 1.53 "Subcontractor" means an individual or entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.
- 1.54 "Submittal Register" means a list provided by Contractor of all items to be furnished for review and approval by Design Professional and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 1.55 "Substantial Completion" means the date determined and certified by Contractor, Design Professional, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.56 "Substantial Completion Date" means the required date for substantial completion of the project.

 The Substantial Completion Date can only be changed by a written change order.
- 1.57 "Total Float" means the total number of days an activity on the longest path can be delayed without delaying the Substantial Completion Date.
- 1.58 "Unit Price Work" means the Work or a portion of the Work, paid for based on incremental units of measurement.
- 1.59 "Work" means the administration, procurement, materials, equipment, construction, and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.
- 1.60 "Work Progress Schedule" means the continually updated time schedule prepared and monitored by Contractor that coordinates and integrates activities of the Project, including Contractor's services, Design Professional's services, the work of other consultants, suppliers, and Owner's activities with the anticipated construction schedules for other contractors. The Work Progress Schedule accurately indicates all necessary and appropriate revisions, including a Longest Path impact analysis, as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

ARTICLE 2. WAGE RATES AND OTHER LAWS GOVERNING CONSTRUCTION

2.1 <u>Environmental Regulations.</u> Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Contractor is responsible for obtaining and maintaining permits related to storm water run-off. Contractor shall conduct operations consistent with storm water run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the

Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

- Wage Rates. Contractor shall, and shall cause subcontractors to, comply with the Texas Prevailing Wage law. Contractor shall pay not less than the wage scale of the various classes of labor as shown on the prevailing wage schedule as established by the United States Department of Labor in accordance with the Davis-Bacon Act, as amended. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by Contractor because Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. When requested, Contractor shall furnish competent evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.
 - 2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence Work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties.
 - 2.2.1.1 Contractor shall submit a copy of each worker's wage-rate notification to *Owner* with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.
 - 2.2.1.2 Pursuant to Tex. Gov't Code § 2258.024, Contractor shall keep, on site, true and accurate records showing the name and occupation of each worker employed by the Contractor or subcontractors and the actual per diem wages paid to each worker. The record shall be open to inspection by the ODR and their agents at all reasonable hours for the duration of the contract.
 - 2.2.1.3 With each application for progress payment, Contractor shall make available upon request certified payroll records, including from subcontractors of any tier level, on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format, along with copies of any and all Contract Documents between Contractor and any Subcontractor. Pursuant to Tex. Penal Code § 37.02 and 37.10, Employees of Contractor and subcontractors, including all tier levels, shall be subject to prosecution for submitting certified payroll records that contain materially false information.

- 2.2.1.4 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should Contractor at any time become aware that a particular skill or trade not reflected on Owner's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform *Owner* of the proposed wage to be paid for the skill along with a justification for same and *Owner* shall promptly concur with or reject the proposed wage and classification.
- 2.2.1.5 Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.
- 2.2.1.6 Pursuant to Tex. Labor Code § 214.008, Misclassification of Workers; Penalty, Owner requires Contractor and all subcontractors properly classify individuals as employees or independent contractors.
- 2.2.2 <u>Penalty for Violation.</u> Contractor, and any Subcontractor, will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

2.2.3 Complaints of Violations.

- 2.2.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Chapter 2258, and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- 2.2.3.2 <u>No Extension of Time.</u> If Owner's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.
- 2.2.3.3 <u>Cooperation with Owner's Investigation.</u> Contractor shall cooperate with Owner during any investigation hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel

- format; and copies of any and all Contract Documents between Contractor and any Subcontractors.
- 2.2.3.4 <u>Notification to Owner.</u> In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to Paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.
- 2.3 <u>Licensing of Trades.</u> Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers, and laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.
- 2.4 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Provided, however, if Contractor is a Construction Manager-at-Risk, Contractor shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by Owner or Design Professional; unless Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent then Contractor shall be responsible for such loss unless notice of such information is promptly furnished to Design Professional.
- 2.5 <u>State Sales and Use Taxes.</u> Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax-exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.
- Antiquities. Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the OCM and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on the Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor's cost of, or time required for, performance of the Work, Contractor may notify the Owner in accordance with Article 14.

2.7 <u>Franchise Tax Status.</u> Upon request, the Contractor agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.

ARTICLE 3. GENERAL RESPONSIBILITIES OF OWNER

- 3.1 <u>Preconstruction Conference.</u> Prior to, or concurrent with, the issuance of Notice to Proceed, a conference will be convened for attendance by Owner, Contractor, Design Professional and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.
- 3.2 <u>Owner's Construction Manager (OCM).</u> Prior to the start of construction, Owner will identify its OCM, who has the express authority to act on behalf of the Owner to the extent and for the purposes described in the Contract, including responsibilities for general administration of the Contract.
 - 3.2.1 <u>Point of Contact.</u> Unless otherwise specifically defined elsewhere in the Contract Documents, OCM is the single point of contact between Owner and Contractor. Notice to OCM, unless otherwise noted, constitutes notice to Owner under the Contract.
 - 3.2.2 <u>Directives.</u> All directives on behalf of Owner will be conveyed to Contractor and Design Professional by OCM in writing.
- 3.3 Owner Supplied Materials and Information.
 - 3.3.1 <u>Surveys.</u> Owner will furnish to Contractor those surveys Owner possesses describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.
 - 3.3.2 <u>Drawings and Specifications.</u> Owner will furnish or cause to be furnished, free of charge, the number of complete sets, paper or electronic, of the Drawings, Specifications, and addenda as provided in the Contract.
 - 3.3.3 <u>Other Information.</u> Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.
- 3.4 <u>Availability of Lands.</u> Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished.

Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

3.5 Limitation on Owner's Duties.

- 3.5.1 No Control. Owner will not supervise, direct, control or have authority over, or be responsible for Contractor's means, methods, technologies, sequences, or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided herein, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers, or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.
- 3.5.2 <u>No Contravention of Design Professional.</u> Owner will not take any action in contravention of a design decision made by Design Professional in preparation of the Contract Documents, when such actions are in conflict with statutes under which Design Professional is licensed for the protection of the public health and safety.

ARTICLE 4. GENERAL RESPONSIBILITIES OF DESIGN PROFESSIONAL

- 4.1 <u>Role of Design Professional.</u> Unless specified otherwise in the Contract between Owner and Contractor, in addition to design services Design Professional shall provide general administration services for Owner during the construction phase of the project. Written correspondence, RFIs, and Shop Drawings/submittals shall be directed to Design Professional for determination and action. Design Professional has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by OCM, upon request.
- 4.2 <u>Site Visits.</u> Design Professional will make visits to the Site at intervals as provided in the Design Professional's Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to OCM.
- 4.3 <u>Inspections.</u> Design Professional has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.
- 4.4 <u>Clarifications and Interpretations.</u> It may be determined that clarifications or interpretations of the Contract Documents are necessary. Such clarifications or interpretations will be provided by Design Professional consistent with the intent of the Contract Documents. Design Professional will issue these clarifications with reasonable promptness to Contractor as Design Professional's supplemental instruction ("ASI") or similar instrument. If Contractor believes that such

clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 14.

- 4.5 <u>Limitations on Design Professional Authority.</u> Design Professional is not responsible for:
 - Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Work, nor will Design Professional supervise, direct, control, or have authority over the same;
 - The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;
 - Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or
 - Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 5. GENERAL RESPONSIBILITIES OF CONTRACTOR

- 5.1 <u>Contractor's General Responsibilities.</u> Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination, procedures and protection of the installed work as part of the contract until Substantial Completion of the project. Contractor remains responsible for the care and protection of materials and Work in the areas where Punch list items are completed until Final Completion.
 - 5.1.1 Site Visit. Contractor shall visit the Site before commencing the Work and become familiar with local conditions such as the location, accessibility and general character of the Site and/or building. Contractor shall evaluate and plan for all construction related activities that will potentially impact the safety of students, staff, and visitors. A site-specific safety plan must be provided to the OCM prior to the commencement of any construction activities. The site-specific safety plan must include, at the minimum, project site controls and safety, building locations, delivery logistics, project offices, materials staging and parking.
- 5.2 <u>Project Administration.</u> Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of Design Professional and OCM in accordance with these Uniform General Conditions and other provisions of the Contract, and as outlined in the pre-construction conference. Contractor's Project Administration includes periodic daily reporting on weather, work progress, labor, materials, equipment, obstruction to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.

- 5.2.1 <u>Contractor's Management Personnel.</u> Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the Work. Contractor's management personnel are subject to the approval of OCM, and shall be removed and replaced at the request of OCM. Contractor shall not change approved staff during the course of the Project without the written approval of OCM unless the staff member leaves the employment of Contractor in which case Contractor shall notify OCM and appoint an approved replacement as soon as reasonably possible. Contractor shall provide additional quality control, safety, and other staff as may be stated in the Contract Documents or as may be necessary or advisable for completion of the Work.
- 5.2.2 <u>Labor.</u> Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.
- 5.2.3 <u>Services, Materials, and Equipment.</u> Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection, and completion of the Work. The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even if not particularly specified or indicated in the Contract Documents.
- 5.2.4 <u>No Substitutions without Approval.</u> Contractor may make substitutions only with the consent of the Owner, after evaluation and recommendation by the Design Professional and in accordance with a Change Order.
- 5.3 <u>Owner Equipment or Material.</u> For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor will be responsible for any damage or loss.
- Non-Compliant Work. Should Design Professional and/or OCM identify Work as noncompliant with the Contract Documents, Design Professional and/or OCM shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either Design Professional or OCM does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.
- 5.5 <u>Subcontractors.</u> Contractor shall not employ any Subcontractor, supplier, or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier, or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.

- 5.5.1 <u>Contract Documents.</u> All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.
- 5.5.2 Scheduling. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract or subcontract with Contractor. Contractor shall require all Subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.
- 5.6 <u>Continuing the Work.</u> Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements, or alternative resolution processes, except as Owner and Contractor may agree in writing.
- 5.7 <u>Cleaning.</u> Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.
- Acts and Omissions of Contractor, its Subcontractors, and Employees. Contractor shall be responsible for acts and omissions of its employees and its Subcontractors and their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees or agents whom OCM finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.
- 5.9 <u>Ancillary Areas.</u> Contractor shall operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:
 - All Contractor operations, including storage of materials and employee parking upon the Site of Work, shall be confined to areas designated by OCM.
 - Contractor may erect, at its own expense, temporary buildings that will remain its
 property. Contractor will remove such buildings and associated utility service lines
 upon completion of the Work, unless Contractor requests and Owner provides
 written consent that it may abandon such buildings and utilities in place.
 - Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by OCM. Contractor will not allow load limits of

vehicles to exceed the limits prescribed by appropriate regulations or law. Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures, and other like existing improvements to prevent damage and will repair any damage thereto at the expense of Contractor.

- Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.
- 5.10 <u>Off-Site Storage.</u> With prior approval by Owner and in the event, Contractor elects to store materials at an off-site location, Contractor must abide by the following conditions, unless otherwise agreed to in writing by Owner:
 - Store materials in a commercial warehouse meeting the criteria stated below.
 - Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance must be filed with Owner's representative.
 - Inspection by Owner's representative is allowed at any time. OCM must be satisfied with the security, control, maintenance, and preservation measures.
 - Materials for this Project must be physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.
 - Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
 - With each monthly payment estimate, Contractor must submit a report to OCM and Design Professional listing the quantities of materials already paid for and still stored in the off-site location.
 - Contractor must make warehouse records, receipts, and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.
 - In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents in place or at a location near the jobsite as directed by OCM. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.
- 5.11 <u>Separate Contracts.</u> Owner reserves the right to award other contracts in connection with the Project or other portions of the Project under the same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.
 - 5.11.1 <u>Continuation of Contract.</u> Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by Amendment or Change Order.

- 5.11.2 <u>Cooperation.</u> Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site, integration of activities within Contractor's Work Progress Schedule and Project information as requested.
- 5.11.3 <u>Reimbursement.</u> Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work, or defective construction by a separate contractor.

ARTICLE 6.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

6.1 <u>General Description.</u> The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.284.

6.1.1 Good Faith Effort.

- 6.1.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C., Chapter 20, Subchapter D, Division 1 outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic, and gender-neutral means.
- 6.1.1.2 A Contractor who contracts with the State in an amount of \$100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.285 by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.
- 6.2 <u>Compliance with Approved HUB Subcontracting Plan.</u> Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:
 - Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.
 - Conduct the good-faith effort activities required, and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.
 - Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.

- Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.
- Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.
- Submit monthly Progress Assessment Reports (PAR) to Owner, verifying compliance with the HUB subcontracting plan, including the use/expenditures made made/to Subcontractors. (The PAR is available at the following link: http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.)
- Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.285.
- 6.3 <u>Failure to Demonstrate Good-Faith Effort.</u> Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

ARTICLE 7. BONDS

- 7.1 <u>Construction Bonds.</u> Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.
- 7.2 <u>Bond Requirements.</u> Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas, acceptable to Owner, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten percent (10%) of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten percent (10%) of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.
 - 7.2.1 <u>Performance Bonds.</u> A Performance bond is required if the Contract Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. For Design-Build Projects the performance bond is to be for the full amount of both the construction and design services in accordance with the Contract Documents. The form of the bond shall be approved by Owner. The performance bond shall be effective through Contractor's warranty period.

- 7.2.2 <u>Payment Bonds.</u> A Payment bond is required if the Contract Sum is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. For Design-Build Projects the payment bond is to be for the full amount of both the construction and design services in accordance with the Contract Documents. The form of the bond shall be approved by Owner.
- 7.2.3 <u>When Bonds Are Due.</u> Payment and performance bonds are due before Contractor commences any Work.
- 7.2.4 <u>Power of Attorney.</u> Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- 7.3 <u>Bond Indemnification.</u> The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS COMPONENT INSTITUTIONS, REGENTS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, FROM AND AGAINST ANY COSTS, LOSSES, OBLIGATIONS, OR LIABILITIES IT INCURS AS A RESULT.
 - 7.3.1 <u>Furnishing Bond Information.</u> Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.
 - 7.3.2 <u>Claims on Payment Bonds.</u> Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 7.4 Payment of Claims when Payment Bond is Not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code § 53.231 53.239 when the value of the Contract between Owner and Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, and actions necessary to release the lien and satisfaction of such claim.
- 7.5 <u>Sureties.</u> A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html, stating companies holding

Certificates of Authority as acceptable sureties on federal bonds and acceptable reinsuring companies (FMS Circular 570). The Owner will consider acceptable any corporate surety which is qualified under this paragraph and which has a rating of at least B in Best's Insurance Reports – Property – Casualty.

7.6 <u>Bond Costs.</u> The costs of bonds are a pass-through amount to the Owner. No markup amounts are to be included and documentation of bond costs are required in requests for payment. Any costs associated with subcontractor bonds or SubGuard-related items are not paid by the Owner in General Conditions or Cost of Work. <u>No retainage is to be withheld with respect to the cost of the required bonds.</u>

ARTICLE 8. INDEMNITY AND INSURANCE

- 8.1 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS Owner, and its component institutions, Regents, elected and appointed officials, directors, officers, employees, agents, representatives, and volunteers, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal or bodily injury, death, or property damage, made upon Owner directly or indirectly arising out of, resulting from, or related to Contractor's activities under the Contract, including any acts or omissions of Contractor, or any director, officer, employee, agent, representative, consultant, or Subcontractor of Contractor, and their respective directors, officers, employees, agents, and representatives while in the exercise of performance of the rights or duties under the Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of Owner or separate contractors in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF JURISDICTION, LIABILITY WILL COMPETENT \mathbf{BE} **APPORTIONED** COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
 - 8.1.1 <u>No Third-Party Beneficiaries.</u> The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
 - 8.1.2 <u>Notice.</u> Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.

- 8.1.3 The indemnity provisions shall survive the termination of the Contract regardless of the reason for termination.
- 8.2 <u>Insurance Requirements.</u> Design Professional shall carry insurance in the types and amounts indicated in the Contract for the duration of the Contract. Unless otherwise provide for in the Contract, Contractor shall carry insurance in the types and amounts indicated in these Uniform General Conditions for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Upon request, Owner and its agents shall be entitled to receive, without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.
 - 8.2.1 <u>Period of Coverage.</u> Contractor, consistent with its status as an independent contractor, shall provide and maintain all insurance coverages with the minimum amounts described below until the end of the warranty period unless expressly agreed otherwise. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 17.
 - 8.2.2 <u>Certificates.</u> Contractor shall deliver to Owner true and complete copies of certificates and corresponding policy endorsements prior to the issuance of any Notice to Proceed.
 - 8.2.3 <u>Failure to Provide Certificates.</u> Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
 - 8.2.4 <u>Contractor's Liability.</u> The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
 - 8.2.5 <u>Insurance Limits.</u> The insurance coverage and limits established herein shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
 - 8.2.6 <u>Insurers.</u> Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

8.3 <u>Insurance Coverage Required.</u>

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

- \$1,000,000 each accident;
- \$1,000,000 disease each employee; and
- \$1,000,000 disease policy limit.
- Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44), and requirements specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.
- Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.
- 8.3.2 <u>Commercial General Liability Insurance.</u> Coverage including premises, operations, independent contractor's liability, products, and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage with a minimum limit of:
 - \$1,000,000 per occurrence;
 - \$2,000,000 general aggregate;
 - \$5,000 Medical Expense each person;
 - \$1,000,000 Personal Injury and Advertising Liability;
 - \$2,000,000 products and completed operations aggregate;
 - \$50,000 Damage to Premises Rented by You; and
 - Coverage shall be on an "occurrence" basis.
 - The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.
 - If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.
- 8.3.3 <u>Asbestos Abatement Liability Insurance.</u> Coverage including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. This requirement applies if the Work or the Project includes asbestos containing materials.
 - The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.
 - Specific requirement for claims-made form: Required period of coverage will be
 determined by the following formula: continuous coverage for life of the Contract,
 plus one (1) year (to provide coverage for the warranty period), and an extended
 discovery period for a minimum of five (5) years which shall begin at the end of the
 warranty period.
 - Employer's liability limits for asbestos abatement will be:

- \$1,000,000 each accident;
- \$1,000,000 disease each employee; and
- \$1,000,000 disease policy limit.
- 8.3.4 <u>Comprehensive Automobile Liability Insurance.</u> Coverage covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.
 - Such insurance is to include coverage for loading and unloading hazards.
 - Contractor, or any subcontractor of Contractor, responsible for transporting asbestos
 or other hazardous materials defined as asbestos shall provide pollution coverage for
 any vehicle hauling asbestos containing cargo. The policy must include an MCS 90
 endorsement with a \$5,000,000 limit and the CA 9948 Pollution Endorsement, or its
 equivalent.
- 8.3.5 <u>All-Risk Builder's Risk Insurance.</u> Coverage shall be all-risk (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment), including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:
 - This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
 - This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.
 - Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.
 - For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary or Special Conditions for possible additional builder's risk insurance requirements.
 - For Owner furnished equipment or materials that will be in care, custody or control
 of Contractor, Contractor will be responsible for damage and loss.
 - For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.
 - For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.
 - Builder's risk insurance policy shall remain in effect until Substantial Completion.
 - If this Contract is for asbestos abatement only, the foregoing All-Risk Builder's Risk or All-Risk Installation Floater is not required.

- 8.3.6 <u>"Umbrella" Liability Insurance.</u> Coverage during the Contract term, insuring Contractor (or Subcontractor) that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverage required above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.
 - "Umbrella" Liability Insurance coverage shall be for the following Contract amounts in the corresponding coverage amounts:

| Contract Amount | <u>Occurrence</u> | Annual Aggregate |
|---------------------------------|-------------------|------------------|
| < \$1,000,000 | No Umbrella | |
| \$1,000,000 up to < \$3,000,000 | \$1,000,000 | \$2,000,000 |
| \$3,000,000 up to < \$5,000,000 | \$5,000,000 | \$5,000,000 |
| \$5,000,000 or greater | \$10,000,000 | \$10,000,000 |

- 8.4 Policy Requirements. Policies must include the following clauses, as applicable:
 - This insurance shall not be suspended, voided, canceled, materially changed, or non-renewed except after thirty (30) days, or ten (10) days for non-payment of premium, written notice has been given to Owner.
 - It is agreed that Contractor's insurance shall be deemed primary with respect to any
 insurance or self-insurance carried by Owner for liability arising out of operations
 under the Contract with Owner.
 - Owner, its officials, directors, employees, representatives, and volunteers are added
 as additional insureds with respect to operations and activities of, or on behalf of the
 named insured performed under the Contract with Owner. The additional insured
 status must cover completed operations as well. This is not applicable to workers'
 compensation policies.
 - A waiver of subrogation in favor of Owner shall be provided in all policies.
 - If Owner is damaged by the failure of Contractor (or Subcontractor) to maintain insurance as required herein and/or as further described in Owner's Special Conditions, then Contractor shall bear all reasonable costs properly attributable to that failure.
- 8.5 Subcontractor Insurance Coverage. WITHOUT LIMITING ANY OF THE OTHER OBLIGATIONS OR LIABILITIES OF CONTRACTOR, CONTRACTOR SHALL REQUIRE EACH SUBCONTRACTOR PERFORMING WORK UNDER THE CONTRACT TO MAINTAIN DURING THE TERM OF THE CONTRACT, THE SAME STIPULATED MINIMUM INSURANCE INCLUDING THE REQUIRED PROVISIONS AND ADDITIONAL POLICY CONDITIONS AS SHOWN ABOVE, AS AN ALTERNATIVE, CONTRACTOR MAY INCLUDE ITS SUBCONTRACTORS AS ADDITIONAL INSUREDS ON ITS OWN COVERAGE AS PRESCRIBED UNDER THESE REQUIREMENTS. CONTRACTOR'S CERTIFICATE OF INSURANCE SHALL NOTE IN SUCH EVENT THAT SUBCONTRACTORS ARE INCLUDED AS

ADDITIONAL INSUREDS AND THAT CONTRACTOR AGREES TO PROVIDE **WORKERS'** COMPENSATION **FOR SUBCONTRACTORS** AND **THEIR** SHALL EMPLOYEES. CONTRACTOR OBTAIN AND MONITOR CERTIFICATES OF INSURANNCE FROM EACH SUBCONTRACTOR IN ORDER TO ASSURE COMPLIANCE WITH THE **INSURANCE** REQUIREMENTS. CONTRACTOR MUST RETAIN THE CERTIFICATES OF INSURANCE FOR THE DURATION OF THE CONTRACT PLUS SEVEN (7) YEARS AND SHALL HAVE THE RESPONSIBILITY OF ENFORCING THESE INSURANCE REQUIREMENTS ITS SUBCONTRACTORS. OWNER SHALL BE ENTITLED, UPON REQUEST AND WITHOUT EXPENSE, TO RECEIVE COPIES OF THESE CERTIFICATES. CONTRUCTION DOCUMENTS, COORDINATION DOCUMENTS, AND RECORD **DOCUMENTS.**

ARTICLE 9.

CONSTRUCTION DOCUMENTS, COORDINATION DOCUMENTS, AND RECORD DOCUMENTS

- 9.1 <u>Drawings and Specifications.</u>
 - 9.1.1 <u>Copies Furnished.</u> Design Professional will furnish, free of charge, the number of complete sets of Drawings, Specifications, and addenda as provided in the Contract. Contractor will be furnished, free of charge, the number of complete sets of Drawings, Specifications, and addenda as provided in the Contract. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.
 - 9.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by Design Professional shall be property of the Owner. These documents are not to be used by the Design Professional on any other project. Owner may use the Contract record set and electronic versions as needed for warranty operations or future renovations or additions without written approval of the Design Professional. All additional or confirmatory land survey field notes, sketches and related data, and additional or confirmatory soils engineering or investigations, samples, calculations, test results, and reports, for which Owner has paid for such direct services, shall be the sole property of Owner.
- 9.2 <u>Interrelation of Documents.</u> The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.
- 9.3 <u>Resolution of Conflicts in Documents.</u> Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders or other written, signed amendments or addenda; (b) the Contract; (c) Uniform General Conditions; (d)

- Drawings; (e) Specifications (but Specifications shall control over Drawings as to quality of materials); and (f) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify Design Professional and Owner for resolution of the issue prior to executing the Work in question.
- 9.4 Contractor's Duty to Review Contract Documents. In order to facilitate Contractor's responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, Contractor shall, prior to commencing the Work, examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor, and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the design phase and construction phase prior to commencing each particular work activity and/or system installation. Updated Coordination Documents shall be provided to the Owner and Design Professional monthly.
- 9.5 <u>Discrepancies and Omissions in Drawings and Specifications.</u> Contractor shall immediately report to OCM and to Design Professional the discovery of any discrepancy, error, omission, or inconsistency in the Contract Documents prior to execution of the Work. When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with Design Professional for discovery and resolution of discrepancies, errors, omissions, and inconsistencies in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.
 - 9.5.1 <u>Design-Build Firm.</u> It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm. When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
 - 9.5.2 <u>Construction Manager-at-Risk Examination and Reporting.</u> When performing as a Construction Manager-at-Risk, Contractor has no liability for discrepancies, errors, omissions, or inconsistencies unless Contractor fails to immediately report in writing a discovered or apparent discrepancy, error, omission, or inconsistency to OCM and Design Professional. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.
 - 9.5.3 Other Limitations. Unless Contractor is performing as a Design-Build Firm or a Construction Manager-at-Risk, Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations.
- 9.6 No Warranty or Representation by Owner. Owner makes no representations, express or implied, about the adequacy or accuracy of the Drawings, Specifications, or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any

implied warranty that the Construction Documents are adequate, accurate, or suitable for their intended use.

9.7 <u>Requirements for Record Documents.</u>

9.7.1 Contractor shall:

- 9.7.1.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, Change Orders, and all Project correspondence and one record copy of approved Shop Drawings, Samples, and similar required submittals.
- 9.7.1.2 Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work, and show and reference all changes made during construction. Provide Owner and Design Professional access to these documents.
- 9.7.1.3 Keep current and maintain the record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order, or otherwise. Make available all records prescribed herein for reference and examination by Owner and Design Professional, and their representatives and agents.
- 9.7.1.4 Be responsible for marking the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. During construction, update the Record Documents, including all related RFI's, ASI's CCD's, and CO's, at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.
- 9.7.1.5 Within thirty (30) days of Substantial Completion, Contractor shall furnish the Design Professional a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items, and as described in the Contract Documents. A complete set must be provided to the Design Professional within seven (7) days of Final Completion.

9.7.2 Design Professional shall:

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

- 9.7.2.2 Be responsible for updating the Record Documents for any addenda, Change Orders, Design Professional supplemental instructions, and any other alterations to the Contract Documents generated by Design Professional or Owner. Design Professional shall provide Owner with an electronic copy of the Auto-CADD files, BIM files, and Record Documents in both native format and a reproducible format within thirty (30) days following Final Completion.
- 9.7.2.3 Upon final completion and as a condition of final payment, once Record Documents are determined acceptable by OCM and with input from the Contractor, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents incorporating all of the above requirements, unless required otherwise.

ARTICLE 10. CONSTRUCTION SAFETY

- 10.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce, and comply with all requirements of Public Law No. 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a site-specific safety plan specific to the Project and submit it to OCM and Design Professional prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury, or loss and erect and maintain all necessary safeguards for such safety and protection.
 - 10.1.1 <u>Site Visits.</u> The OCM/ODR may perform random visits to Project Sites to address adherence to the site-specific safety plans and any Contractor safety requirements. Any violations that are discovered will be reported to Contractor for prompt remediation and correction. Poor performance in regards to safety, as determined by the OCM/ODR, is grounds for contract termination and/or immediate removal. The OCM/ODR may also require meetings with contractors regarding safety on the Project. The OCM/ODR may request to review safety policies of Contractor, Contractor's safety inspection forms, and the most current site-specific safety plan, as required.
- 10.2 <u>Notices.</u> Contractor shall provide notices as follows:
 - 10.2.1 <u>Utilities and Adjacent Properties.</u> Notify owners of adjacent property, including those that own or operate utilities, utility services, and/or underground facilities, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.
 - 10.2.2 <u>Safety Data Sheets.</u> Coordinate the exchange of safety data sheets (SDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete

- file of SDSs for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.
- 10.3 <u>Emergencies.</u> In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury, or loss. Contractor shall:
 - 10.3.1 On Call Response. Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.

10.3.2 Notice.

- 10.3.2.1 <u>To OCM and Design Professional:</u> Give OCM and Design Professional prompt notice of all such events.
- 10.3.2.2 <u>Changes or Variations to Work:</u> If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within twenty-four (24) hours of the emergency response event.
- 10.3.3 Owner Remedy. Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.
- 10.4 <u>Injuries.</u> In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify OCM and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care. Contractor shall:
 - 10.4.1 <u>Documentation</u>. Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
 - 10.4.2 <u>Incident Report.</u> Supply OCM and Design Professional with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide OCM with written notification within one (1) week of such catastrophic event if legal counsel delays submission of full report.
- 10.5 <u>Environmental Safety.</u> Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall

immediately stop work activities impacted by the discovery, secure the affected area, and notify OCM immediately.

- 10.5.1 <u>Subcontractors.</u> Contractor shall bind all Subcontractors to the same duty.
- 10.5.2 Owner. Upon receiving such notice, OCM will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, OCM will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.
 - 10.5.2.1 Owner may hire third-party Contractors to perform any or all such steps.
 - 10.5.2.2 Should compliance with OCM's instructions result in an increase in Contractor's cost of performance or delay the Work, upon Contractor's submission of substantiated costs or an updated Work Progress Schedule and substantiated critical path analysis, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and issue a Change Order accordingly.
- 10.6 <u>Trenching Plan.</u> When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to OCM prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.
 - 10.6.1 OSHA Regulations: All trench excavations shall be performed in full compliance with OSHA Regulations. The regulation identified as 29 CFR Subpart P Excavations, consisting of sections 1926.650 through 1926.652 with Appendices A through F, of the OSHA Health and Safety Regulations, as amended or modified, shall apply to Contractor's trench excavations. Contractor shall meet and comply with this regulation and all other applicable safety standards that have been adopted by government agencies that have jurisdiction over this Project. It is the Contractor's responsibility to comply with any additional requirements resulting from any pre-construction conference relating to coordination of geotechnical investigation subjects.
 - 10.6.2 <u>Texas State Law:</u> Texas State Law (Underground Facility Damage Prevention and Safety Act: Tex. Util. Code, Chapter 251) requires Contractors submit all required notifications to the authorities having jurisdiction two working days prior to commencement of all excavation site work. It is the Contractor's responsibility to inform Texas Excavation Safety System (1-800-DIG-TESS or 811) about all planned excavations and provide adequate notice. Contractor is required to coordinate identification of underground

- facilities with the Design Professional and ODR, and site mark approximate locations prior to planned excavation.
- 10.6.3 <u>Contractor Responsibility:</u> It is the sole duty and responsibility of the Contractor to determine the specific applicability of the designed trench safety systems to each field condition and to make inspections of the trench safety systems. Contractor shall maintain a permanent record of inspections, readily available to the ODR at any time.
- 10.7 Crane Safety. Any and all construction associated activities with crane operations must be coordinated and reviewed with OCM/ODR prior to commencement of such activities. Prior to the operation of any crane on Site, a suitable location needs to be determined and consulted with the OCM/ODR. Such location must be included on the site-specific safety plan. Consideration should be made to the capacity and type of crane in safe relationship to the physical site location limitations, as well as any existing or future underground/overhead conditions and utilities. Contractor is required to coordinate identification of underground/overhead facilities with Design Professional and ODR and site mark approximate locations prior to initial planned setup and activities. Any critical lift plans must be reviewed by OCM/ODR prior to activity occurring. If possible, avoiding critical lifts is preferred. All crane operators must be certified by the National Commission for Certification of Crane Operators (NCCCO). All signal persons & riggers at a minimum need to be qualified in accordance with OSHA standard. Contractor should have certified riggers & signal persons working on campus and Owner reserves the right to request such certification depending on the scope of work being performed. Contractor shall develop a lift plan for any crane activities being performed. The lift plan must be submitted to OCM/ODR prior to any lifting or hoisting activities occurring, with any additional documentation, including but not limited to, equipment manuals, inspections, certifications and licenses to be provided to the owner upon request.
- 10.8 <u>Unmanned Aircraft System (UAS) Usage.</u> Any UAS operation on Owner's property must follow Federal Aviation Administration (FAA) regulations, state law, and Owner's policies and procedures. Any images or video obtained from a pre-authorized and compliant UAS flight on Owner's property must be approved for use by the Owner prior to usage of any such images or video obtained. Any violations will result in an ODR directed no-fly restriction for UAS operations on Owner's property.
- 10.9 Fire Protection Procedures. Contractor shall maintain compliance with all Life/Safety Code requirements throughout the duration of the Contract and take precautions to prevent potential fire hazards at the jobsite. Contractor shall adhere to the preventative fire protection procedures of the University of North Texas System Fire Marshal and instruct all associated subcontractors, skilled tradesmen, contractors, material men, suppliers and/or laborers of the procedures for preventative fire measures. Construction sites and structures are required to have proper site access and egress, active and certified extinguishing devices or systems at all times, and all fire and egress systems clearly marked and identified. Fire department access (fire lanes) shall be kept clear of vehicles, equipment and materials at all times. Occupied buildings which require any fire protection systems to be non-active, require two weeks advance notice and life safety

- protection method of procedures must be reviewed by University of North Texas System Fire Marshal, prior to system deactivation.
- 10.10 <u>Smoke and Tobacco Free Campus.</u> All campuses within the University of North Texas System are designated 'Smoke and Tobacco Free' environments. Due to State health, sanitation and safety regulations, tobacco products are not permitted to be consumed by construction personnel in any Owner's property, occupied or unoccupied, including mechanical and other service spaces. Contractor shall be responsible for enforcing this policy on the construction site, at all times.

ARTICLE 11. QUALITY CONTROL

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

11.2 <u>Testing.</u>

- 11.2.1 Owner. Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents.
- 11.2.2 <u>Contractor</u>. Contractor shall provide the following testing:
 - 11.2.2.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.
 - 11.2.2.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.
 - 11.2.2.3 Preliminary, start-up, pre-functional, and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.
 - 11.2.2.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.
- 11.2.3 <u>Standards.</u> All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to OCM, Design Professional, and Contractor.

- 11.2.4 <u>Non-Compliance (Test Results).</u> Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:
 - 11.2.4.1 Contractor selection and submission of the laboratory for Owner acceptance.
 - 11.2.4.2 Acceptance by Owner of the quality and nature of tests.
 - 11.2.4.3 All tests taken in the presence of Design Professional and/or OCM, or their representatives.
 - 11.2.4.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.
 - 11.2.4.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.
 - 11.2.4.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which OCM determines appropriate, including complete removal and replacement of noncompliant work or material.
- 11.2.5 <u>Notice of Testing.</u> Contractor shall give OCM and Design Professional timely notice of its readiness and the date arranged so OCM and Design Professional may observe such inspection, testing, or approval.
- 11.2.6 <u>Test Samples.</u> Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with the Work Progress Schedule to avoid delay.
- 11.2.7 <u>Covering Up Work.</u> If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by OCM, uncover and recover the work at Contractor's expense.

11.3 Submittals.

- 11.3.1 <u>Contractor's Submittals.</u> Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by Design Professional and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.
 - 11.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice to Proceed with construction, submit to OCM and Design Professional, a

submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by Design Professional and Owner. The list shall include Shop Drawings, manufacturer literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

- 11.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from Design Professional and Owner. The Submittal Register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by Design Professional and OCM for review and approval. If resubmittal required, allow a minimum of an additional seven (7) days for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.
- 11.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to OCM the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.
- 11.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.
- 11.3.2 <u>Review of Submittals.</u> Design Professional and OCM review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval

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

- 11.3.3 <u>Correction and Resubmission.</u> Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to Design Professional and OCM, when applicable, to any new revisions other than the corrections requested on previous submissions.
- 11.3.4 <u>Limits on Shop Drawing Review.</u> Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 11.3.2. Contractor shall construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 11.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. Design Professional's and OCM's review does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.
- 11.3.5 No Substitutions without Approval. OCM and Design Professional may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, OCM and Design Professional will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by OCM and Design Professional when:
 - 11.3.5.1 The Contract Documents do not require extensive revisions; and
 - 11.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of Design Professional and do not result in an increase in cost to Owner; and
 - 11.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:
 - Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;
 - The request directly relates to an "or-equal" clause or similar language in the Contract Documents:
 - The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents;

- The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;
- The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and OCM can approve the requested substitution;
- Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;
- Contractor cannot coordinate the specified product, assembly or method
 of construction with other materials and where Contractor certifies they
 can coordinate the proposed substitution; or
- The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.
- The manufacture of the specified product has been removed from production due to cancellation or obsolescence.
- 11.3.6 <u>Unauthorized Substitutions at Contractor's Risk.</u> Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.
- 11.4 <u>Field Mock-up.</u> Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.
 - 11.4.1 <u>Minimum.</u> As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall not be required.
 - 11.4.2 <u>No Incorporation Unless Approved.</u> Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to OCM. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.
 - 11.4.3 <u>Schedule.</u> Contractor shall include field mock-ups in their Work Progress Schedule and shall notify OCM and Design Professional of readiness for review sufficiently in advance to coordinate review without delay.
- 11.5 <u>Inspection During Construction.</u> Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner or Design Professional and their agents. Contractor shall not

cover up any Work with finishing materials or other building components prior to providing Owner and Design Professional and their agents an opportunity to perform an inspection of the Work.

- 11.5.1 <u>Corrected Work.</u> Should corrections of the Work be required for approval, Contractor shall not cover up corrected Work until Owner indicates approval.
- 11.5.2 Owner's Self Help. Should Contractor be unable to perform corrective work without impacting the overall WPS, Owner reserves the right to hire a separate Contractor to complete the correction. The cost of the correction performed by separate Contractor will be charged back to Contractor.
- 11.5.3 Notice. Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to OCM of the anticipated need for an inspection so that Contractor may proceed with cover-up of Work. Should OCM fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

ARTICLE 12. CONSTRUCTION SCHEDULES

- 12.1 Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.
- 12.2 <u>Notice to Proceed.</u> Owner will issue a Notice to Proceed which shall state the dates for commencing Work and for achieving Substantial Completion of the Work.
- Work Progress Schedule. Refer to Division 1 of the Specifications for additional schedule requirements. Contractor shall submit for review and approval a Construction Baseline Schedule to Owner and Design Professional no later than twenty-one (21) days after the effective date of the Notice to Proceed with construction. The Construction Baseline Schedule shall indicate the dates for starting and completing the various aspects required to complete the work and shall utilize the Longest Path Method with fully editable logic. The schedule shall include mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all Work. This Baseline Schedule shall become the comparison to the actual conditions throughout the Contract duration and become a part of the Work Progress Schedule

(WPS). Contractor shall coordinate and integrate the Work Progress Schedule with the services and activities of Owner, Contractor, Design Professional, other consultants/suppliers, subcontractors and the requirements of governmental entities.

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

12.3.1 Work Progress Schedule Updates.

- 12.3.1.1 Contractor shall update the Work Progress Schedule and the Submittal Register weekly during the Owner/Architect/Contractor (OAC) meetings, at a minimum, to reflect progress to date and current plans for completing the Work, while maintaining the Baseline Schedule, and shall submit electronic and paper copies of the update to Design Professional and OCM as directed but at a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule.
- 12.3.1.2 Contractor should revise the Work Progress Schedule as necessary or appropriate for the management of the Work. All updated Work Progress Schedules must show the anticipated date of completion and reflect all extensions of time granted through Change Order as of the date of the update.
- 12.3.1.3 Contractor shall identify all proposed changes to schedule logic to Owner and to Design Professional via an executive summary accompanying the updated Work Progress Schedule for review and approval prior to implementation of any revisions to the Work Progress Schedule. Schedule changes that materially impact Owner's operations shall be communicated within forty-eight (48) hours to OCM.
- 12.3.1.4 The Work Progress Schedule constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.
- 12.3.2 <u>Use of Work Progress Schedules.</u> The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the Work Progress Schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning and completing the Work.
 - 12.3.2.1 Owner will coordinate its own activities with Contractor's activities as shown on the Work Progress Schedule.
 - 12.3.2.2 Owner's review of the Work Progress Schedule, or update or revision, does not indicate any approval of Contractor's proposed sequences and duration.

- 12.3.2.3 Owner's review of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to so do.
- 12.3.2.4 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.
- 12.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten percent (10%) total Float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party. Before Contractor uses any portion of the Float, Contractor must submit a written request to Owner and receive Owner's written authorization to use the portion of Float. Owner's approval will not unreasonably be withheld.
- 12.5 <u>Completion of Work.</u> Contractor is responsible and accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.
 - 12.5.1 Owner's Self Help. Should Contractor be unable to complete portion of Work, Owner may hire separate Contractor to complete these items. The cost to complete this Work will be charged back to Contractor.
 - 12.5.2 <u>Requirement to Regain Schedule.</u> If, in the judgment of Owner, the Work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of Work placement by:
 - 12.5.2.1 An increase in working forces.
 - 12.5.2.2 An increase in equipment or tools.
 - 12.5.2.3 An increase in hours of work or number of shifts.
 - 12.5.2.4 Expedited delivery of materials.
 - 12.5.2.5 Other action proposed if acceptable to Owner.
 - 12.5.3 Recovery Schedule. Within ten (10) days after such notice, Contractor shall notify OCM in writing of the specific measures taken and/or plan to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Work. Should Owner deem the plan of action inadequate, Contractor

- shall take additional steps or make adjustments as necessary to its plan of action until it meets with Owner's approval.
- 12.5.4 Owner's Notice Not Acceleration. Owner's notice to Contractor shall not be considered acceleration by Owner and Owner shall not be responsible for any increased costs incurred by Contractor.
- 12.6 <u>Modification of the Contract Time.</u> Delays and extensions of Contract Time are valid only if properly noticed and documented by Change Order.
 - 12.6.1 Extension Request. When a delay is an Excusable Delay, as defined below, and such delay prevents Contractor from completing the Work within the Contract Time, Contractor may be granted an extension of Contract Time. Owner will extend Contract Time by the number of days lost due to Excusable Delay, as measured by a substantiated critical path analysis of the Work Progress Schedule; provided, however, in no event will an extension of Contract Time be granted for delays that merely extend the duration of non-critical activities, or concurrent delay or which only consume Float. All extensions of Contract Time will be granted in calendar days.
 - 12.6.2 Weather Days. "Weather Days" means days contained in the Baseline Schedule that are reasonably foreseeable adverse weather conditions and will not constitute an Excusable Delay. "Seasonably foreseeable adverse weather conditions" means weather conditions in keeping with the historical average listed by the National Oceanic and Atmospheric Administration on its website, www.noaa. When a Weather Day prevents critical path activities at the site from proceeding, Contractor shall: (a) immediately notify OCM for confirmation of the conditions and provide a detailed list of critical path activities impacted; and (b) at the end of each calendar month, submit to OCM and Design Professional a list of Weather Days occurring in that month along with documentation of the impact on critical path activities. Based on substantiated critical path analysis to the Work Progress Schedule, Owner will issue a Weather Day confirmation for any Contract Time extension to be documented by Change Order.
 - 12.6.3 Excusable Delay. An "Excusable Delay" is a delay to Contractor's current schedule caused by circumstances listed below that prevents Contractor from completing the Work within the Contract Time. Based on substantiated critical path analysis to the Work Progress Schedule, any Contract Time extension will be issued by Change Order. Excusable Delay may be caused by the following:
 - 12.6.3.1 Discrepancies, errors, omissions, and inconsistencies in design, which Design Professional corrects by means of changes in the Drawings and Specifications; provided, however, that this does not apply if (a) Contractor is a Design-Build Firm, or (b) Contractor is a Construction Manager-at-Risk and failed to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency during the pre-construction phase.

- 12.6.3.2 Unanticipated physical conditions at the Site, which Design Professional corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.
- 12.6.3.3 Changes in the Work that delay activities identified in Contractor's Work Progress Schedule as "critical" to completion of the entire Work, if such changes are directed by ODR or recommended by Design Professional and directed by ODR.
- 12.6.3.4 Suspension of Work for unexpected natural events, civil unrest, strikes or other events which are not within the reasonable control of Contractor.
- 12.6.3.5 Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
- 12.7 <u>No Damages for Weather Days.</u> An extension of Contract Time shall be the sole remedy of Contractor for delays in performance of the Work due to Weather Days, and Contractor shall not be entitled to any compensation or recovery of any direct or indirect costs or damages.
- 12.8 <u>Costs for Excusable Delay.</u> In the event that Contractor incurs additional direct costs because of an Excusable Delay (other than described in Subsection 12.6.3.4) within the reasonable control of Owner, in addition to an extension of Contract Time the Contract Sum will be equitably adjusted by Owner pursuant to the provisions of Article 14.
- No Damages for Other Delay. Except for direct costs for Excusable Delay as provided above, Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, whether or not such delays are foreseeable, except for delays caused solely by acts of Owner that constitute intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such interference. For delays caused by any act other than the sole intentional interference of Owner that continues after notice, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, direct and indirect costs, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages. Owner's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of Owner's exercise of such rights or remedies.
- 12.10 <u>Concurrent Delay.</u> Notwithstanding anything herein to the contrary, when the completion of the Work is simultaneously delayed by a Weather Day or an Excusable Delay and a delay arising from a cause not designated as excusable, Contractor will not be entitled to an extension of Contract Time for the period of concurrent delay.
- 12.11 <u>Time Extension Requests for Changes to the Work or Excusable Delay.</u> Extensions to Contract Time requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. If Contractor believes that the

completion of the Work is delayed by Excusable Delay, Contractor shall give OCM written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the Excusable Delay. Contractor shall provide sufficient written evidence to document the Excusable Delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time should be made in numbers of whole or half days.

- 12.11.1 Content of Request. Within ten (10) days after the cessation of the Excusable Delay, Contractor shall formalize in writing its request for extension of Contract Time to include substantiation of the excusable nature of the delay and a complete analysis of impact to critical path activities. Based on substantiated critical path analysis to the Work Progress Schedule, any Contract Time extension granted will be issued by Change Order.
- 12.11.2 <u>No Release.</u> No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.
- 12.11.3 <u>Longest Path Analysis</u>. Contractor shall provide with each time extension request a quantitative demonstration of the impact of the delay on completion of the Work and Contract Time, based on the Work Progress Schedule. Contractor shall include with time extension requests a reasonably detailed narrative setting forth:
 - 12.11.3.1 The nature of the delay and its cause due to a change in the Work or an Excusable Delay and the basis of Contractor's claim of entitlement to an extension of Contract Time.
 - 12.11.3.2 Documentation of the actual impacts of the claimed delay on the Longest Path in Contractor's Work Progress Schedule, and any concurrent delays.
 - 12.11.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.
- 12.11.4 Owner Response. Owner will respond to the time extension request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.
 - 12.11.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
 - 12.11.4.2 Owner will respond to each properly submitted Time Extension Request within a reasonable time following receipt. If Owner does not have enough information to make a determination or cannot reasonably make a determination within forty-five (45) days, Owner will notify Contractor in writing.

- 12.12 Failure to Complete Work in the Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to achieve substantial completion by the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in Section 12.13 below or elsewhere in the Contract Documents.
- 12.13 <u>Liquidated Damages.</u> Unless otherwise stated in the Contract, for each consecutive calendar day beyond the Contract Time that Substantial Completion of the Work is not achieved, Contractor shall pay Owner, within ten (10) days following written demand, an amount determined by the following schedule:

| Project Cost | | Liquidated Damages |
|------------------|------------------|--------------------|
| <u>From</u> | <u>To</u> | Per Day |
| | <\$ 1,000,000 | <u>\$ 250</u> |
| \$ 1,000,000 | <\$ 25,000,000 | <u>\$ 1,000</u> |
| \$ 25,000,000 | <\$ 50,000,000 | \$ 2,500 |
| \$ 50,000,000 | <\$ 75,000,000 | \$ 5,000 |
| \$ 75,000,000 | < \$ 100,000,000 | \$ 7,500 |
| > \$ 100,000,000 | | \$ 10,000 |

- 12.13.1 Reasonable Estimate. Such amount is not a penalty but liquidated damages representing the parties' estimate at the time of Contract execution of the damages that Owner will sustain for late Substantial Completion of Work. The parties stipulate and agree that the actual damages sustained by Owner for late Substantial Completion of the Work will be uncertain and difficult to ascertain, that calculating Owner's actual damages would be impractical, unduly burdensome, and cause unnecessary delay, and that the amount of daily liquidated damages set forth above is a reasonable estimate.
- 12.13.2 Offset. Owner may also recover the liquidated damages from any money due or that becomes due Contractor. The amount of liquidated damages may be adjusted by the terms of the Contract.
- 12.13.3 No Waiver. Payment or offset of the liquidated damages does not preclude recovery under the Contract, except for claims related to delays in Substantial Completion or Final Completion. Owner's right to receive liquidated damages shall not affect Owner's right to terminate the Contract as provided in these Uniform General Conditions or elsewhere in the Contract Documents, nor shall termination of the Contract release Contractor from the obligation to pay liquidated damages.

ARTICLE 13. PAYMENTS

- 13.1 <u>Job Order Contracts</u>. Contractor shall submit to OCM pricing based on the **regional** RS Means or Gordian Group pricing. The Job Order may be a fixed price, lump-sum contract based on unit pricing applied to estimated quantities or unit price order based on the quantities and line items delivered and the coefficient applied to the work items.
- Schedule of Values (utilized in Construction-Manager-at-Risk and General Construction Agreement). Contractor shall submit to OCM and Design Professional for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to OCM. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

13.2.1 Requirements.

- 13.2.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by OCM, and submitted not less than twenty-one (21) days after the effective date of the Notice to Proceed. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for General Conditions, costs for preparing Close-Out Documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract Sum. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the Work in place when complete.
- Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, General Conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.
- 13.2.1.3 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal, and shall make the worksheets available to Owner at the time of Contract execution. Thereafter, Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one (1) year after final payment.
- 13.3 <u>Progress Payments.</u> Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by Owner or its designee of a correct and complete Pay

Application in electronic and/or hard copy format as required by the Contract Documents, and certified by Design Professional. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

- 13.3.1 <u>Preliminary Pay Worksheet.</u> Once each month that a progress payment is to be requested, the Contractor shall submit to Design Professional and OCM a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:
 - 13.3.1.1 Contractor's estimate of the amount of Work performed, labor furnished, and materials incorporated into the Work, using the established Schedule of Values;
 - 13.3.1.2 An updated Work Progress Schedule reflecting progress of Work, including the executive summary and all required schedule reports. The progress of Work shall be the same progress as payment request;
 - 13.3.1.3 HUB subcontracting plan Progress Assessment Report (PAR); The PAR should document compliance with the HUB Plan.
 - 13.3.1.4 Reimbursable Expenses: Reimbursable expenses incurred solely and directly in support of the Project within one of the following categories:
 - Travel expenditures at State of Texas reimbursement rates, provided that reimbursement will not be granted for travel 1) within the Denton-Dallas-Fort Worth area or 2) involving less than 150 miles round-trip; or
 - Reproductions, printing, printing supplies, plotting, photographs, renderings, postage, binding, collating, delivery and handling of reports;
 Drawings and Specifications or other project-related work product other than that used solely in-house by Contractor at actual expense incurred; or
 - Fees and associated reimbursable expenses paid to consultants hired in accordance with prior written approval from Owner.
 - Expenses excluded from reimbursement include telephone charges, FAX services, alcoholic beverages, laundry service, valet service, entertainment expenses and any non-Project related items.
 - Reimbursement of tips shall not exceed fifteen percent (15%).
 - 13.3.1.5 Such additional documentation as Owner may require in the Contract Documents; and
 - 13.3.1.6 Construction payment affidavit.

- 13.3.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, Design Professional and OCM will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, OCM and Design Professional may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by Design Professional and/or OCM, and must attach all additional documentation required by OCM and/or Design Professional, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work, and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.
- 13.3.3 <u>Certification by Design Professional.</u> Within five (5) days or earlier following Design Professional's receipt of Contractor's formal Application for Payment, Design Professional will review the Application for Payment for completeness, and forward it to OCM. Design Professional will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.
- Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by OCM of:

 (a) a complete Application for Payment certified by Design Professional; and (b) Contractor's updated Work Progress Schedule.
 - 13.4.1 <u>Stored Materials.</u> Payment for stored materials and/or equipment confirmed by Owner and Design Professional to be on-site or otherwise properly stored is limited to eighty-five percent (85%) of the invoice price or eighty-five percent (85%) of the scheduled value for the materials or equipment, whichever is less.
 - 13.4.2 <u>Retainage.</u> Owner will withhold from each progress payment, as retainage, whichever is more of the following three options: (a) five percent (5%) of the total earned amount; (b) the amount authorized by law; or (c) as otherwise set forth in the Contract Documents. Retainage will be managed in conformance with Tex. Gov't Code, Chapter 2252, Subchapter B.
 - 13.4.2.1 Contractor shall provide written consent of Design Professional for any request for reduction or release of retainage.
 - 13.4.2.2 At least sixty-five percent (65%) of the Contract, or such other discrete Work phase as set forth in Subsection 15.1.6 or Work package delineated in the

- Contract Documents, must be completed before Owner can consider a retainage reduction or release, and only if permissible by law.
- 13.4.2.3 For Contractor owed retainage, the Contractor may request payment upon Final Completion and UNTS' acceptance of all of the Work covered in the Contract Documents, delivery of a complete release of all liens arising out of the Contract, and any audit required by the Agreement has been completed and all issues resolved.
- 13.4.2.4 Contractor shall not withhold retainage from its Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.
- 13.4.3 <u>Price Reduction to Cover Loss.</u> Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:
 - 13.4.3.1 Defective or incomplete Work not remedied;
 - 13.4.3.2 Damage to Work of a separate Contractor;
 - 13.4.3.3 Failure to maintain scheduled progress;
 - 13.4.3.4 Reasonable evidence provided with Work Progress Schedule that the Work will not be completed within the Contract Time;
 - 13.4.3.5 Persistent failure to carry out the Work in accordance with the Contract Documents;
 - 13.4.3.6 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;
 - 13.4.3.7 Assessment of fines for violations of prevailing wage rate law; or
 - 13.4.3.8 Failure to include the appropriate amount of retainage for that periodic progress payment.

13.4.4 Title.

- 13.4.4.1 Title to all material and Work covered by progress payments transfers to Owner upon payment.
- 13.4.4.2 Transfer of title to Owner does not: (a) relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance; (b) diminish the responsibility of Contractor and its

Subcontractors to restore any damaged Work; or (c) waive the right of Owner to require the fulfillment of all the terms of the Contract.

- 13.4.5 <u>Contracts with No Payment Bond.</u> For a Contract in any amount less than \$25,000.00, payment will be made in one lump sum at the Final Completion of the Work, including Punch list items and change orders.
- 13.4.6 <u>No Release.</u> Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

13.4.7 Documentation.

- 13.4.7.1 Upon Owner's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to Owner.
- 13.4.7.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.
- 13.4.7.3 Provide copies of bills of lading, invoices, delivery receipts, or other evidence of the location and value of such materials in requesting payment for materials. For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.
- 13.5 <u>Time for Payment by Contractor:</u> Pursuant to Tex. Gov't Code § 2251.023, upon Contractor's receipt of payment from Owner, Contractor shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date the Contractor receives the payment. The appropriate share is overdue on the eleventh (11th) day after the date Contactor receives the payment.

ARTICLE 14. CHANGES

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

Whenever Change Orders Requests to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the Contractor among the following options: 1) lump sum Change Order; 2) unit price Change Order, or 3) cost plus fee Change Order.

- 14.1.1 Owner Ordered Changes. Owner, without invalidating the Contract and without approval of Contractor's Surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or Construction Change Directive, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Work, an adjustment to Contract Sum or Contract Time shall be made and authorized by a Change Order.
- 14.1.2 Corrections. It is recognized by the parties hereto and agreed by them that the Drawings and Specifications may not be complete or free from discrepancies, errors, omissions, or inconsistencies, or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner. Accordingly, it is the express intention of the parties, notwithstanding any other provisions in the Contract, that any discrepancies, errors, omissions, or inconsistencies in such Drawings and Specifications, or any changes in or additions to Drawings and Specifications or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such discrepancies, errors, omissions, or inconsistencies shall not constitute or give rise to any claim, demand, or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise. However, Contractor will be entitled to the time or sum stated to be due Contractor in any Change Order approved and signed by all parties, which shall constitute full compensation to Contractor for all costs, expenses, and damages to Contractor.
- 14.2 <u>Lump Sum Change Order Request.</u> Contractor will submit a properly itemized Lump Sum Change Order Request covering the additional work and/or the work to be deleted. This Request will be itemized for the various components of work and segregated by labor, material and equipment in a detailed format satisfactory to Owner. Owner will require itemized Change Orders on all Change Order Requests from Contractor, subcontractors and sub-subcontractors regardless of tier. Details to be submitted include detailed line item estimates showing detailed materials quantity take-offs, material prices by item, and related labor hour pricing information and extensions (by line item or by drawing as applicable).
 - 14.2.1 <u>Self-Performed Labor</u>. Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by any Contractor (regardless of tier) for those workers or crews of workers who the Contractor reasonably anticipates will perform the Change Order work. Estimated labor hours shall include hours only for the worker and working foreman directly involved in performing the change order work. Supervision above the level of working foreman (such as general foreman, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined in the Contract. Note: No separate allowances for warranty or safety expenses will be allowed as a direct cost of a Change Order. Costs attributed to warranty expenses and safety expense will be considered to be covered by the markup percentage as outlined in the Contract.

- 14.2.2 Overhead and Profit. Overhead shall be considered to include insurance beyond the scope of Article 8, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens, and general home office expenses. No separate allowance will be made.
- 14.2.3 <u>Labor Burden.</u> Labor burden allowable in Change Orders shall be defined as Contractor's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for Contractor's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to Contractor for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risks rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. (An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.)
 - 14.2.3.1 <u>Non-Reimbursable Labor Burden.</u> Employee Stock Ownership Plan (ESOP) related to fringe benefit costs are specifically considered non-reimbursable labor burden and any ESOP costs are considered covered by the allowable change order markups to cover overhead and profit.
- 14.2.4 <u>Material.</u> Estimated material change order costs shall reflect Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e. prompt payment discounts of 1.5% or less) available on material purchased for change order work shall be credited to Owner if Contractor has provided Owner funds in time for Contractor to take advantage of any such "cash" discounts. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.
- 14.2.5 Equipment. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase order cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 173.3 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment the aggregate equipment rent charges for any signed piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece

- of equipment. Fuel necessary to operate the equipment will be considered a separate direct cost associated with the change order work.
- 14.2.6 <u>Self-Performed Work.</u> For Work performed by its forces, Contractor will be paid its actual costs for materials, the total amount of wages paid for labor, plus the total cost of state and federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor.
 - 14.2.6.1 To the total of the above costs, Contractor will be allowed to add a percentage to cover overhead and profit combined. Allowable percentages for overhead and profit on changes will not exceed fifteen percent (15%) if the total sum of self-performed Work is less than or equal to \$10,000, ten percent (10%) if the total sum of self- performed Work is between \$10,000 and \$20,000 and five percent (5%) if the total sum of self-performed Work is over \$20,000.
- 14.2.7 Work Performed by Subcontractors. Subcontractor costs shall be combined and Contractor will be allowed to add a maximum mark-up of ten percent (10%) if the total sum of all subcontracted Work is less than or equal to \$10,000, seven and one-half percent (7.5%) if the total sum of all subcontracted Work is more than \$10,000 and less than or equal to \$20,000, and five percent (5%) if the total sum of all subcontracted Work is more than \$20,000. This markup will apply to subcontractor's coordination of lesser tier subcontractor Work performed.
- 14.2.8 GMP Limitation. For Contracts based on a GMP, the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up or additional fee on any Change Order Work unless the Change Order increases the GMP or if contingency funds are utilized. If the GMP increases or contingency funds are utilized, the Construction-Manager-at-Risk or Design Builder will be allowed additional fees at the rate specified in the Contract.
- 14.2.9 No Markup on Bonds and Liability Insurance Costs. Change Order cost adjustments due increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup percentage fee.
- 14.2.10 <u>Direct and Indirect Costs Covered by Markup Percentages</u>. As a further clarification, the agreed upon markup percentage fee is intended to cover the Contractor's profit and all indirect costs associated with the Change Order Work. Items intended to be covered by the markup percentage fee include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; non-working foremen; estimating; engineering; coordinating; expediting; purchasing; detailing; legal; accounting; data processing or other administrative expenses; shop drawings; permits; auto insurance and umbrella insurance; pick-up truck costs; ESOP related costs; and warranty expense costs. The cost for the use of small tools is also to be

- considered covered by the markup percentage fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
- 14.2.11 <u>Deduct Change Orders and Net Deduct Changes.</u> The application of the markup percentage referenced in the Contract will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change order involves but additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
- 14.2.12 <u>Contingency.</u> In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributed to labor hours will be accounted for when estimating labor hours anticipated to perform the work. Unknowns attributable to material scrap and waste will be estimated as part of the material costs.
- 14.3 <u>Unit Price Change Order Requests</u>. As an alternative to Lump Sum Change Order Request, the Owner or the Contractor acting with the approval of the Owner may choose the option to use Contract unit prices. Agreed upon Contract unit prices shall be the same for added quantities and deductive quantities. Unit prices are not required to be used for pricing change orders where other methods of pricing change order work are more equitable.
- 14.3 Cost Plus Change Order Requests. As an alternative to either Lump Sum Change Order Requests or Unit Price Change Order Requests, the Owner may elect to have any extra work performed on a cost plus markup percentage fee basis. Upon written notification, the Contractor shall perform such authorized extra work at actual cost for direct labor (working foreman, journeymen, apprentices, helpers, etc.), actual cost of labor burden, actual cost of material used to perform the extra work, and actual cost of rental of major equipment (without any charge for administration, clerical expense, general supervision or superintendent of any nature whatsoever, including general foremen, or the cost or rental of small tools, minor equipment, or plant) plus the approved markup percentage fee. The intent of this clause is to define allowable cost plus chargeable costs to be the same as those allowable when pricing Lump Sum Change Requests as outlined above. Owner and Contractor may agree in advance in writing on a maximum price for this work and Owner shall not be liable for any charge in excess of the maximum. Daily time sheets with names of all Contractor's employees working on the project will be required to be submitted to the Owner for both labor and equipment used by the Contractor for the time periods during which extra work is performed on a cost plus fee basis. Daily time sheets will break down the paid hours worked by the Contractor's employees showing both base contract work as well as extra work performed by each employee.
- 14.4 <u>Job Order Unit Prices.</u> Job Order unit prices as stated in the contract document or Change Order Request shall be based upon a regional RS Means Book or Gordian Group pricing.

14.5 Claims for Additional Costs.

- 14.5.1 <u>Claim with no Requested Change.</u> If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, Contractor shall give Owner and Design Professional written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but, in any case before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Section 10.3. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 18. Any change in the Contract Sum resulting from such claim must be authorized by a Change Order.
- 14.5.2 <u>Miscellaneous Claims</u>. If Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation of the Contract Documents; (2) any order by Owner to stop the Work pursuant to Article 17 where Contractor was not at fault; or (3) any written order for a minor change in the Work issued pursuant to Section 14.6, Contractor shall make such claim as provided in Section 14.5.1.
- 14.5.3 <u>Failure to Notify.</u> Should Contractor fail to call to the attention of Owner and Design Professional to discrepancies, errors, omissions, or inconsistencies in the Contract Documents, but claim additional costs for corrective Work after Contract award or after Owner's acceptance of Contractor's Construction Manager-at-Risk guaranteed maximum price, Owner may assume intent to circumvent competitive bidding for the necessary corrective Work. In such case, Owner may choose to let a separate Contract for the corrective Work, or issue a CCD to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies, errors, omissions, or inconsistencies will not be considered by Owner.
- 14.6 <u>Minor Changes.</u> Design Professional, with concurrence of OCM, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be affected by written order which Contractor shall carry out promptly and record on as-built Record Documents.
- 14.7 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, OCM and Design Professional shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, Design Professional, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as deemed necessary to conform to the different conditions. Any increase or decrease in the cost of the Work, or in

- the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order.
- 14.8 <u>Extension of Time.</u> All changes to the Contract Time made as a consequence of requests as required in the UGC's, must be documented by Change Order.
- 14.9 <u>Administration of Change Order Requests.</u> All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.

14.9.1 Procedures.

- 14.9.1.1 Procedures for administration of Change Orders shall be established by Owner and stated in the Contract Documents.
- 14.9.1.2 No oral order, oral statement, or oral direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.
- 14.9.2 Routine Changes. Routine changes shall be formally initiated by Design Professional or Owner by means of a Proposal Request form detailing requirements of the proposed change for pricing by Contractor, or may be initiated by Contractor by means of a Change Order Request form detailing proposed work, pricing, and time. This action may be preceded by communications between Contractor, Design Professional, and OCM concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by Design Professional and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.
- 14.9.3 <u>Documentation.</u> All proposed costs or time for Change Order Work must be supported by itemized accounting of material, equipment, and associated itemized installation costs in sufficient detail following the outline and organization of the established Schedule of Values, and be supported by documented impact to critical path activities, to permit analysis by Design Professional and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.
- 14.9.4 <u>Emergencies.</u> Emergency changes to save life or property may be initiated by Contractor alone with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.

- 14.9.5 <u>Coordination with Schedule of Values.</u> The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to Owner.
- 14.10 Construction Change Directive (CCD). Owner may issue a written CCD directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract Sum and/or the Contract Time. Owner retains sole discretion whether or not to issue any CCD. Owner's issuance of a CCD does not require Owner to issue subsequent Change Orders. Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a CCD. Contractor shall not submit its costs for CCD Work with its Application for Payment until a Change Order has been issued. The Parties reserve their rights as to the disputed amount, subject to Article 18.
- 14.11 <u>Audit of Changes.</u> All Change Orders are subject to audit by Owner or its representative at any time and Change Order amounts may be adjusted lower as a result of such audit.

ARTICLE 15. PROJECT COMPLETION AND ACCEPTANCE

15.1 <u>Closing Inspections.</u>

- 15.1.1 <u>Purpose of Inspection.</u> Inspection is for determining the completion of the Work, and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punch list items, or the failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship, does not constitute a waiver of Owner's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.
- 15.1.2 <u>Annotation.</u> Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.
- 15.1.3 <u>Substantial Completion Inspection.</u> When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify OCM in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punch list to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform Contractor in writing that

such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor's list.

- 15.1.3.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.
- 15.1.3.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, Design Professional, OCM, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by OCM or Owner's representative. If Owner and Design Professional determines that the Work is Substantially Complete, Design Professional will issue a Certificate of Substantial Completion to be signed by Design Professional, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. Design Professional will provide with this certificate a list of Punch list items (the pre-final Punch list) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punch list, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.
- 15.1.4 <u>Final Inspection.</u> Contractor shall correct or complete all items on the final Punch list before requesting a Final Completion inspection and Final Payment. Unless otherwise agreed to in writing by the parties, Contractor shall complete this work within thirty (30) days of receiving the final Punch list. Upon completion of the final Punch list, Contractor shall notify Design Professional and OCM in writing stating the disposition of each final Punch list item. Design Professional, Owner, and Contractor shall promptly inspect the completed items. When the final Punch list is complete, and the Contract is fully satisfied according to the Contract Documents Design Professional will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

15.1.5 <u>Additional Inspections.</u>

15.1.5.1 If Owner's inspection team determines that the Work is not Substantially Complete at the Substantial Completion inspection, Owner or Design Professional will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective

work acceptable to Owner. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection. Owner's or Design Professional's failure to include items as causes of rejection does not constitute a waiver of Owner's right under the Contract or relieve Contractor of its responsibility for performance.

- 15.1.5.2 If Owner's inspection team determines that the Work is not complete at the Final Completion inspection, Owner or Design Professional will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to Owner. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection. Owner's or Design Professional's failure to include items as causes of rejection does not constitute a waiver of Owner's right under the Contract or relieve Contractor of its responsibility for performance.
- 15.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punch list items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a CO deducting these costs from Final Payment. Upon Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.
- 15.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.
- 15.2 Owner's Right of Occupancy. Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, Owner will notify Contractor in writing and identify responsibilities for security and maintenance. Work performed on the premises by third parties on Owner's behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy,

whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to, occupied areas of the Project.

15.3 <u>Acceptance and Payment.</u>

- 15.3.1 <u>Request for Final Payment.</u> Following the certified completion of all Work, including all final Punch list items, cleanup, and the delivery of Record Documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to Design Professional and OCM for review and approval.
- 15.3.2 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all Close-Out Documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents, and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work, and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid after payment from Owner, or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.
- 15.3.3 <u>Design Professional Approval.</u> Design Professional will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, Design Professional will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note approval, and send to Owner.
- 15.3.4 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a CCD as may be applicable.
- 15.3.5 <u>Final Payment Due.</u> Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

- 15.3.6 <u>Effect of Final Payment.</u> Final Payment shall not constitute a waiver of claims by Owner relating to the condition of the Work including those arising from:
 - 15.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);
 - 15.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;
 - 15.3.6.3 Terms of any warranties required by the Contract, or implied by law; or
 - 15.3.6.4 Claims arising from personal injury or property damage to third parties.
- 15.3.7 <u>Waiver of Claims.</u> Acceptance of final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to ODR prior to the application for Final Payment.
- 15.3.8 <u>Effect on Warranty.</u> Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

ARTICLE 16. WARRANTY AND GUARANTEE

- 16.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation, or lack thereof, by Owner, Design Professional, or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.
 - 16.1.1 <u>Warranty Period.</u> Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within one (1) year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, the warranty period for that particular Work begins on the date of Substantial Completion of that phase, or as otherwise stipulated on the Certificate of Substantial Completion for that particular Work.

- 16.1.2 <u>Limits on Warranty.</u> Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 16.1.2.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.
 - 16.1.2.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.
- 16.1.3 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 16.1.3.1 Observations, or lack thereof, by Owner and/or Design Professional;
 - 16.1.3.2 Recommendation to pay any progress or final payment by Design Professional;
 - 16.1.3.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - 16.1.3.4 Use or occupancy of the Project or any part thereof by Owner;
 - 16.1.3.5 Any acceptance by Owner or any failure to do so;
 - 16.1.3.6 Any review by Owner of a Shop Drawing or sample submittal; or
 - 16.1.3.7 Any inspection, test or approval by others.
- 16.2 <u>Separate Warranties.</u> If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. Contractor shall assume any duty to repair not otherwise covered by those warranty agreements. Owner will certify the date of service commencement in the Substantial Completion certificate.
 - 16.2.1 <u>Assumption.</u> In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems, and equipment.

- 16.2.2 <u>Assignment.</u> Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.
- 16.3 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.
- 16.4 Certification of No Asbestos Containing Materials or Work. Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment. Contractor shall insure that Texas Department of State Health Services licensed individual, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.
- 16.5 <u>Compliance with Acts.</u> Contractor shall warrant and ensure compliance with the following Acts by Contractor or Contractor's Subcontractors and assigns:
 - Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99 (7));
 - National Emission Standards for Hazardous Air Pollutants (NESHAP-EPA 40 CFR
 61, Subpart M-National Emission Standard for Asbestos); and
 - Texas Asbestos Health Protection Rules (TAHPR-Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection)

ARTICLE 17. SUSPENSION AND TERMINATION

- 17.1 <u>Suspension of Work for Cause.</u> Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness, or longevity of the Work when completed.
 - 17.1.1 <u>Cease Work.</u> Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified.

- 17.1.2 <u>Investigation.</u> As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings. Contractor shall cooperate with Owner's investigation.
- 17.1.3 Outcome. If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of Contract Time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension shall be considered an Excusable Delay and an extension of Contract Time will be granted through a Change Order.
- 17.1.4 <u>Time.</u> Suspension of Work under this provision will be no longer than is reasonably necessary to investigate and remedy the conditions giving rise to the suspension.
- 17.2 <u>Suspension of Work for Owner's Convenience.</u> Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for its own convenience. When such a suspension prevents Contractor from completing the Work within the Contract Time, it shall be considered an Excusable Delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

17.3 Termination by Owner for Cause.

- 17.3.1 <u>Cause.</u> Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:
 - 17.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;
 - 17.3.1.2 Persistent disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, including Owner;
 - 17.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the Contract Time;
 - 17.3.1.4 Failure to remedy defective work;
 - 17.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;
 - 17.3.1.6 Persistent endangerment to the safety of labor or of the Work;

- 17.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance pursuant to the Contract;
- 17.3.1.8 Any material breach of the Contract; or
- 17.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.
- 17.3.2 <u>No Waiver.</u> Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
- 17.3.3 Notice. Owner may immediately terminate the Contract under the provisions of this Section 17.3 upon written notice to Contractor and Contractor's sureties. Owner may also give notice to Contractor and Contractor's sureties of Owner's intent to terminate the Contract under the provisions of this Section 17.3 at any later date upon written notice to Contractor and its sureties.
- 17.3.4 <u>Cure.</u> Should Contractor or its surety, after having received notice of Owner's intent to terminate at a later date, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of intent to terminate was based, the notice of intent to terminate may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of Contract Time.
- 17.3.5 <u>Failure to Cure.</u> Should Contractor or its surety fail, after having received notice of Owner's intent to terminate, to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within the date specified by Owner, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.
 - 17.3.5.1 This amount includes the cost of additional Owner costs such as Design Professional services, other consultants, and contract administration.
 - 17.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.
 - 17.3.5.3 This obligation for payment survives the termination of the Contract.
 - 17.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. Owner will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

- 17.3.6 <u>Conversion to Termination for Convenience.</u> In the event that any termination of the Contract for cause under this Section 17.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience of Owner and Contractor's recovery for termination shall be strictly limited to the payments allowable under Subsection 17.4.3.
- 17.4 <u>Termination for Convenience of Owner.</u> Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:
 - 17.4.1 <u>Notice.</u> Owner will immediately notify Contractor and Design Professional in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage, or decommissioning of incomplete Work or systems, and for safety.
 - 17.4.2 <u>Contractor Action.</u> Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - 17.4.2.1 Stop all work.
 - 17.4.2.2 Place no further subcontracts or orders for materials or services.
 - 17.4.2.3 Terminate all subcontracts for convenience.
 - 17.4.2.4 Cancel all materials and equipment orders as applicable.
 - 17.4.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
 - 17.4.3 <u>Contractor Remedy.</u> When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work completed including the corresponding pro rata portion of Contractor's overhead and profit. Contractor may not claim lost profits on other work or lost business opportunities.
- 17.5 Termination by Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to ODR, terminate the Contract and recover from Owner payment for all Work completed including the corresponding pro rata portion of Contractor's overhead and profit, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.

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

ARTICLE 18. DISPUTE RESOLUTION

- 18.1 Contracts Less Than \$250,000. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by Contractor or Design Professional to attempt to resolve any claim for breach of Contract made by Contractor or Design Professional that is not resolved under procedures described throughout the Uniform General Conditions or any Supplementary or Special Conditions of the Contract, where the amount in controversy is less than \$250,000.
- 18.2 <u>Contracts \$250,000 or Greater.</u> Contractor or Design Professional and Owner shall use the following dispute resolution process prior to initiating any litigation or filing suit in a court of competent jurisdiction.
 - 18.2.1 <u>Mediation</u>. If a dispute arises out of or relates to the Contract or the breach thereof in which the amount in controversy is \$250,000 or greater, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation using the procedures specified in this section prior to the commencement of any legal action. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.
 - 18.2.1.1 The party seeking to initiate mediation of a dispute shall give written notice to the other party describing the nature of the dispute, the initiating party's claim for relief and identifying one or more individuals with authority to settle the dispute on such party's behalf. The party receiving such notice shall have five (5) business days to designate by written notice one or more individuals with authority to settle the dispute on such party's behalf.
 - 18.2.1.2 The parties shall then have ten (10) business days to submit to each other a written list of acceptable qualified mediators not affiliated with any of the parties. The mediator shall possess the qualifications required under Civil Practice and Remedies Code, § 154.052, be subject to the standards and duties prescribed by Civil Practice and Remedies Code, §154.053, and have the qualified immunity prescribed by Civil Practice and Remedies Code, §154.055, if applicable. The parties shall mutually agree on the mediator.
 - 18.2.1.3 In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, and unless

- circumstances require otherwise, such time to be not later than forty-five (45) days after selection of the mediator.
- 18.2.1.4 The parties agree to participate in the mediation to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the parties, (ii) by a declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a party to the effect that the mediation process is terminated at the conclusion of one (1) full day's mediation session. Even if the mediation is terminated without a resolution of the dispute, the parties agree not to terminate negotiations and not to commence any legal action or seek other remedies prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any party may commence litigation within such five (5) day period if litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm.
- 18.2.1.5 The parties shall share the cost of the mediation process equally although each party's attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.
- 18.2.1.6 The entire mediation process is confidential, and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any party, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed to be privileged and shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties.
- 18.3 Owner Retained Rights. Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.
- 18.4 <u>No Waiver.</u> Except as may be expressly and specifically provided otherwise by Chapter 114, Texas Civil Practice & Remedies Code, nothing herein shall be construed as a waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or the University of North Texas System.
- 18.5 <u>No Attorney's Fees.</u> In any litigation between Owner and Contractor or Design Professional arising from the Contract or Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless of which is deemed the prevailing party.

18.6 <u>Interest.</u> Owner shall be billed in accordance with Chapter 2251 of Texas Government Code and interest, if any, on past due payments shall accrue and be paid in accordance with 2251 of the Texas Government Code.

ARTICLE 19. MISCELLANEOUS

- 19.1 Right to Audit. Owner, or any of its duly authorized auditors or representatives including the State Auditor's Office, shall during regular business hours and upon reasonable notice have access to and the right to examine, and be permitted to audit and copy, any directly pertinent books, documents, papers, and records of Contractor, including, without limitation, complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's quotes, proposals, purchase order, vouchers, memoranda, schedules, electronic data, pictures, videos, logs, minutes, notes, reports and other data relating to the Project. Further, Contractor or Design Professional agree to include in all subcontracts a provision to the effect that Subcontractor agrees that Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such Subcontractor relating to any claim arising from the Contract and subcontract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein shall continue until the later of seven (7) years after Final Payment or final disposition of any disputes, claims, litigation, or appeals arising out of the Contract.
- 19.2 Records and Inspection. Owner's representatives may (without limitation) conduct verifications such as counting employees at the construction site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, Subcontractors and vendors. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases contracts, commitments, arrangements, notes, daily diaries, emails, superintendent reports, drawings, receipts, vouchers and memoranda and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the Owner in connection with the contractor's dealings with the Owner (all foregoing hereinafter referred to as "records" to the extent necessary to adequately permit evaluation and verification of any or all of the following:
 - 19.2.1 Deliverables: Compliance with contract requirements for deliverables

- 19.2.2 Plans and Specifications: Compliance with approved plans and specifications
- 19.2.3 Ethics Expectations: Compliance with Owner's business ethics expectations
- 19.2.4 <u>Change Order Pricing:</u> Compliance with contract provisions regarding the pricing of Change Orders
- 19.2.5 <u>Invoice Accuracy:</u> Accuracy of Contractor representations regarding the pricing of invoices
- 19.2.6 <u>Claims:</u> Accuracy of Contractor representations related to claims submitted by the Contractor or any of his payees.
- 19.3 <u>Audit of Subcontractor:</u> Contractor shall require all payees receiving \$10,000 or more in connection with this contract to comply with the audit requirements herein by including the requirements hereof in a written contract agreement.
- 19.4 Overpricing or Overcharges: If an audit inspection or examination discloses overpricing or overcharges to the Owner (of any nature) by the Contractor and/or Subcontractors in excess of \$100,000, in addition to adjusting for overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's finding to Contractor.
- 19.5 <u>Documentation Requirements:</u> In addition to the normal paperwork documentation the Contractor typically furnishes to the Owner, in order to facilitate efficient use of Owner resources when reviewing and/or auditing the Contractor's billings and related reimbursable cost records, Contractor agrees to furnish upon request the following types of information in the specified computer (PC) readable file format(s), as applicable:

| Type of Record | PC Readable File Format |
|---|-------------------------|
| Monthly Job Cost Detail_ | .pdf and Excel_ |
| Detailed Job Cost History To Date_ | .pdf and Excel_ |
| Monthly Labor Distribution Detail (if not already separately detailed in the Job Cost Detail)_ | .pdf and Excel_ |
| Total Job To Date Labor Distribution Detail (if not already separately detailed in the Job Cost History To Date)_ | .pdf and Excel_ |

| Employee Timesheets Documenting Time Worked By All Individuals Who Charge Reimbursable Time To The | |
|---|-------|
| Project_ | |
| Daily Foreman Reports Listing Names And Hours And Tasks Of Personnel Who Worked On The Project_ | .pdf_ |
| Daily Superintendent Reports_ | .pdf_ |
| Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payments to subcontractors, etc.)_ | |
| Copies Of Executed Subcontracts With All Subcontractors_ | .pdf_ |
| Copies Of All Executed Change Orders Issued To Subcontractors_ | .pdf_ |
| Copies Of All Documentation Supporting All Reimbursable Job Costs (subcontractor payment applications, vendor invoices, internal cost charges, etc.)_ | |

- 19.6 <u>Supplementary or Special Conditions.</u> When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General or Special Conditions as described below:
 - 19.6.1 <u>Supplementary Conditions</u>. Supplementary Conditions may describe the standard procedures and requirements of contract administration. Supplementary Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary Conditions are of such a character that it is to be anticipated that Owner may normally use the same, or similar, conditions to supplement each of its several projects.
 - 19.6.2 <u>Special Conditions.</u> Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.
- 19.7 <u>Federally Funded Projects.</u> On federally funded projects, Owner may waive, suspend, or modify any provision in these Uniform General Conditions which conflicts with any federal statue, rule, regulation, or procedure, where such waiver, suspension, or modification is essential to receipt by Owner of such federal funds for the Project. In the case of any Project wholly financed by

- federal funds, any standards required by the enabling federal statute, or any federal rules, regulations, or procedures adopted pursuant thereto, shall be controlling.
- 19.8 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers, or payment requests and processing, amendment, Change Orders, and other administrative activities.

19.8.1 Accessibility and Administration.

- 19.8.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.
- 19.8.1.2 Owner shall administer the software.
- 19.8.2 <u>Training.</u> When used, Owner shall provide training to the Project team members.
- 19.9 <u>Computation of Time.</u> In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.
- 19.10 <u>Survival of Obligations.</u> All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.
- 19.11 <u>No Waiver of Performance.</u> The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.
- 19.12 <u>Governing Law and Venue.</u> The Contract shall be governed by the laws of the State of Texas. Venue for any suit arising from the Contract will be in a court of competent jurisdiction subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code, or if mandatory venue is not applicable in the county in which the Project is located.
- 19.13 <u>Captions and Catch Lines.</u> The captions and catch lines used throughout the Uniform General Conditions and elsewhere in the Contract Documents are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.
- 19.14 <u>Independent Contractor Status.</u> The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party's employees or contractors shall be considered employees, contractors, partners or agents of the other party.

- 19.15 <u>No Third-Party Beneficiaries.</u> The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.
- 19.16 Child Support Obligor. Notwithstanding anything to the contrary within the Contract Documents, it is understood and agreed between the parties that in accordance with the laws of the State of Texas, a child support obligor who is more than thirty (30) days delinquent in paying child support, and a business entity in which an obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%), is not eligible to receive payments from state funds under a contract to provide property, materials or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement.
- 19.17 <u>Buy America Requirements for Iron and Steel Used in Construction.</u> In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.
- 19.18 No Assignment. This Contract may not be assigned by either party without the prior written consent of the other, except either party may, upon notice to the other party but without the other party's consent, assign this Contract to a present or future affiliate or successor, provided that any such assignment by Contractor shall be contingent on Owner's determination that the assignee is qualified to perform the Work, is in good standing with the State of Texas and otherwise eligible to do business with the State of Texas.
- 19.19 <u>Severability.</u> If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as if the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.
- 19.20 <u>Parties Bound.</u> Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.
- 19.21 <u>Public Information.</u> Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to Owner in an electronic format.

19.22 <u>Business Ethics Expectations</u>

- 19.22.1 <u>Contractor:</u> During the course of pursuing contracts with the Owner and while performing the Work in accordance with the Contract, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner's best interests.
- 19.22.2 <u>Reasonable Action:</u> Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the Owners' best interests. These

- obligations shall apply to the activities of Contractor employees, agents, subcontractors, subcontractor employees, consultants of Contractor, etc.
- 19.22.3 <u>Gifts and Other Considerations</u>: Contractor and its employees, agents, subcontractors, and material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans free work, substantially discounted work, or any other considerations to the Owner's representatives, employees or their relatives.
- 19.22.4 <u>Subcontractors</u>: Contractor and its employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project.
- 19.22.5 Other Jobs: Contractor shall not receive the benefit of discounted bids or reduced payments on other jobs as an offset to bids, base subcontracts, and/or change orders on the Project.
- 19.22.6 Owner Notification: It is expected that the ODR be notified as soon as possible whenever anyone aware of these business ethics expectations believes there has been a failure to comply with the provisions herein or an attempt to have someone violate the business ethics expectations.
 - Notifications may be made anonymously.
 - Contractor representatives and/or subcontractor representatives familiar with the
 Project shall provide upon request a Certified Management Representation Letter in
 a form agreeable to the Owner stating that they are not aware of any situations
 violating the business ethics expectations outlined herein or any similar potential
 conflict of interest situations in connection with the Project.
- 19.22.7 <u>Subcontractor Contracts:</u> Contractor agrees to include the Business Ethics Expectation clause in all contracts with Subcontractors, subconsultants and material suppliers receiving more than \$10,000 in funds in connection with the Project.
- 19.22.8 <u>Interviews and Audits:</u> Contractor and any other third party receiving more than \$10,000 in connection with the Project shall permit interviews of employees and audits of its records by ODR to evaluate compliance with business ethics expectations. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor.
- 19.23 <u>Entire Agreement.</u> The 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.