Request for Qualifications

SYCAMORE HALL, GENERAL ACADEMIC BUILDING, AND LANGUAGE BUILDING RENOVATIONS

RFQ769-27-1028CS

ISSUE DATE
October 21, 2026

DOCUMENT 001100
RFQ769-27-1028CS

NOTICE TO DESIGN PROFESSIONALS

The University of North Texas System (UNTS) subsequently referred to as the Owner, requests firms' qualifications for Professional Services to facilitate the Design Services for a phased renovation project in three existing facilities to support the academic programs on the Denton campus. The selected firm will be highly qualified with proven experience and expertise in providing full design services with the ability to deliver high-quality university academic facilities along with the ability to implement a user-driven process to achieve the goals and objectives for the project on behalf of the university. The selected firm will also have the ability to provide adequate, well-informed project estimates during all phases of this project. The project delivery method is Construction Manager-at-Risk.

The firm's response to the Request for Qualifications (RFQ) will be the basis of determining the competence and qualifications to perform the professional services as required by the proposed project.

Sealed qualifications for ***RFQ769-27-1028CS*** will be received by the UNTS up to **2:00 p.m. CST on November 20, 2026**. Responses received after the date and hour above stated will not receive consideration.

Qualifications can be Submitted electronically through the Jaggaer web link at:

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

You will need a username and password to access the site. Please be sure to register as a new user PRIOR to attempting to submit your response and HUB Subcontracting Plan electronically in order to become familiar with the site.

A HUB Sub-Contracting Plan is required and will be received up to **2:00 p.m. CST on November 20, 2026.**

Pre-Solicitation Meeting

A pre-proposal meeting will be held at UNT Facilities Custodial Conference Room, located at 2204 W. Prairie Street, Denton, Texas, with a site visit being held directly after the pre-proposal meeting on **October 28, 2026, at 9:00 am (CST)**, to answer any address any questions in completing the response and HUB Subcontracting Plan:

Project Description

This project is anticipated to provide full renovation to the approximate 88,000 gross square feet of Sycamore Hall. This includes, but not limited to, space reconfigurations to accommodate new academic programs; modernization of MEP systems; elimination of the structural library stacks; reduction of identified deferred maintenance needs; and potential of exterior enhancements including enclosing of a courtyard to provide additional interior space for increased collaboration and engagement.

To support this major effort, relocations of existing occupants will be required prior to beginning construction activities within Sycamore Hall. The renovations to accommodate these relocations will be included in this project scope. It is anticipated that approximately 17,000 square feet within the General Academic Building and 11,000 square feet in the Language Building of underutilized space will require reconfigurations. This may also require building-wide MEP and life safety code upgrades to be included within the project scope. These may be phased to allow for relocation of the Sycamore Hall occupants as quickly as possible.

It is desired for the renovations in the General Academic Building and Language Building are to be substantially complete by June 2028, and Sycamore Hall is to be substantially complete by October 2030, in time for use for the Spring 2031 semester. Since the majority of the space will be academic, it is important that all project relocations occur outside of the regular academic semesters.

Questions

Questions concerning this proposal should be directed to:

Carrie Stoeckert, Construction Contract Expeditor III
Carrie.Stoeckert@untsystem.edu

All questions must be received no later than **2:00 p.m. CST on November 4, 2026.** All questions and answers will be posted to the website by **6:00 p.m. CST on November 6, 2026.**

The Owner may in its sole discretion respond in writing to questions concerning this RFQ. Only the Owner's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT System website located at:

https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php.

Oral or other written interpretations or clarifications shall be without legal effect.

Online - Respondents can view bid documents at the following websites:

Electronic State Business Daily: http://www.txsmartbuy.com/sp
UNT System website: 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

Veteran Heros United in Business (VetHUB)

It is the policy of the Owner to promote and encourage contracting and subcontracting opportunities for VetHUB in all contracts. The firm will be required to provide a VetHUB Subcontracting Plan (HSP) for the intended subcontracting opportunities for this project.

All subcontracted work whether identified by the Owner or not, is required to be identified in the HSP. 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 VetHUB Subcontracting Plan form with the response. **Failure to complete the HSP correctly will disqualify your RFQ response. Please submit the HSP through the UNTS Jaggaer link:**

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

The Owner is not bound to accept any of the RFQ responses if they are 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 responses and re-solicit responses; or (c) reject any and all responses and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

The Owner has set a HUB Subcontracting goal for this service at 3.25%.

END OF SECTION

ISSUE DATE
October 21, 2026

DOCUMENT 002400
RFQ769-27-1028CS
SCOPE FOR QUALIFICATIONS

The University of North Texas System (UNTS), subsequently referred to as the Owner, requests firms' qualifications for Professional Services to facilitate the Design Services for a phased renovation project in three existing facilities to support the academic programs on the Denton campus. The selected firm will be highly qualified with proven experience and expertise in providing full design services with the ability to deliver high-quality university academic facilities along with the ability to implement a user-driven process to achieve the goals and objectives for the project on behalf of the university. The selected firm will also have the ability to provide adequate, well-informed project estimates during all phases of this project. The project will be delivered via the construction manager-at-risk (CMaR) process.

The firm's response to this RFQ will be the basis of determining the competence and qualifications to perform the professional services required by the proposed project.

Background & History

As the largest R1 research university in the North Texas region, UNT is an essential asset to the DFW region, state and nation in driving discovery and innovation. With key strategic drivers of the University to expand opportunities for students to engage directly in research with UNT faculty and DFW partners and to amplify human insights with technology through the use of artificial intelligence, data science, and digital transformation to accelerate research while preparing students for a workforce that is increasingly defined by rapid technological changes, adequate and appropriate campus facilities are required.

To provide an understanding and roadmap for the facilities and infrastructure needs to achieve these goals, UNT recently completed a new campus master plan. One recommendation from the master planning effort was to provide an increased focus in revitalization of existing campus assets where appropriate to extend buildings life expectancy and increase utilization. One of the buildings identified for major renovation is Sycamore Hall. Originally constructed in 1936 as the university library, it is ideally located in the historic core of the main campus and has not received building-wide renovation since the 1970s. As a result, Sycamore Hall currently has approximately $17M in deferred maintenance needs. Between previous renovations and the original structural stacks remaining, the facility is underutilized, difficult to navigate, and not fully accessible.

As envisioned in the campus master plan, renovations to Sycamore Hall will provide a centralized HUB for emerging data sciences, artificial intelligence technology academic curriculum and research initiatives. It will also serve as the home of the new Anuradha and Vikas Sinha College of Artificial Intelligence and Advanced Analytics.

Project Description

This project is anticipated to provide full renovation to the approximate 88,000 gross square feet of Sycamore Hall. This includes, but not limited to, space reconfigurations to accommodate new academic programs; modernization of MEP systems; elimination of the structural library stacks; reduction of identified deferred maintenance needs; and potential of exterior enhancements including enclosing of a courtyard to provide additional interior space for increased collaboration and engagement.

To support this major effort, relocations of existing occupants will be required prior to beginning construction activities within Sycamore Hall. The renovations to accommodate these relocations will be included in this project scope. It is anticipated that approximately 17,000 square feet within the General Academic Building and 11,000 square feet in the Language Building of underutilized space will require reconfigurations. This may also require building-wide MEP and life safety code upgrades to be included within the project scope. The Project will be phased to allow for relocation of the Sycamore Hall occupants prior to work starting on Sycamore Hall.

It is desired for the renovations in the General Academic Building and Language Building are to be substantially complete by June 2028, and Sycamore Hall is to be substantially complete by October 2030, in time for use for the Spring 2031 semester. Since the majority of the space will be academic, it is important that all project relocations occur outside of the regular academic semesters.

Purpose & Objectives

The primary purpose of this project is to provide for the full renovation and modernization of Sycamore Hall to support the delivery of academic and research programs in data sciences and artificial intelligence. Renovations and code upgrades in two other existing facilities are anticipated to allow for relocation of occupants currently located in Sycamore Hall.

A. Project Programming- Programming for all phases of the project is currently underway. The selected firm may be required to provide program verification.

   Deliverables may include a draft program, final draft program, and a final program that may include the following (at a minimum): alignment of project vision, goals, and objectives; peer benchmarking; program/space allocation; functional relationships; site/building analysis; master plan alignment; space test fits; specific room requirement including mechanical, electrical and plumbing; general design requirements; security considerations; applicable codes and standards considerations; project implementation details; and detailed, informed project cost estimate. Development of high-quality renderings or graphic materials suitable for fundraising, stakeholder engagement, or public communications may be included as applicable.

B. Project Design –The selected firm will be required to develop a comprehensive design package(s) meeting the desired scope(s) of the project, in compliance with the Program, the Campus Design Standards, and in alignment with the project Budget and Schedule. Deliverables will include (but are not limited to) schematic design, design development, construction documents and specifications. In addition, the architect's design services must include preparation of detailed construction cost estimates at schematic design, design development, and 60% construction documents for Owner's review. It is imperative that the architect/engineer firm monitor the design during the various stages of the project, so the Owner's construction budget is not exceeded.

C. Contractor/Subcontractor Bidding – The selected firm is to attend all contractor pre-proposal meetings and provide any additional documentation required by the contractor during the bidding and selection of the subcontractor trades. If determined appropriate by the project team, a strategy utilizing Early Release Package(s) (ERP's) may be utilized to meet the project schedule and reduce impacts of unforeseen conditions.

D. Construction Administration – The selected firm will provide a full array of construction administration services. These services will include (but are not limited to) maintenance of the project Submittal Log, review of submittals, responding to Requests for Information (RFI's), providing continuously updated construction documents reflective of changes, review of Change Proposal Costs, review of Pay Applications, issuance of Proposal Requests (PR's) issuance of architectural supplemental instructions (ASI's), post construction documentation, compilation and completion of punch lists, all close-out documentation including record drawings, and participation in all construction meetings.

E. Project Budget – The project budget has not yet been established. Once established by the Owner, the selected team will be responsible for employing strategies to ensure the budget is not exceeded during the various project phases of design and construction.

F. Project Schedule – Please include in the response a schedule for the programming phase (as applicable) and anticipated durations of the design, and construction phases of the project as outlined above.

Submission Requirements

Submission requirements outlined here, and the Evaluation Criterion listed below are reviewed as part of the selection process and be sure to provide both Submission Requirements and address Evaluation Criteria.

The responses should address each of the following areas in the same order in which they are set forth below:

1. Firm Data

   A. General Qualifications

   B. Name and Address(es) of each key sub-consultant firm proposed for the team

   C. Firm profile, i.e.:

      i. Firm Name, Address and Age
      ii. Type of firm (partnership, professional corporation, etc.)
      iii. Firm history
      iv. Firm size (professionals by discipline), current and one year ago
      v. Areas of specialty/concentration

2. Description of the Team:

   Responses should include all key team members and sub-consultants for Design and Construction Administration services. Please designate in your response team members and sub-consultant's role and the approximate amount of time each will work on the project.

   A. Identification of the single point of contact (for purposes of the RFQ) for the team to include name, email address, and phone number.

   B. Identification of key personnel to be assigned to the project.

   C. Availability and commitment to undertake the project for each key team member. This includes the amount of time they are each committed to the project.

   D. Organizational chart illustrating reporting lines, responsibilities, names, and titles for key participants proposed by the firm and each of its key sub-consultants

   E. Resumes for each key individual on the team and identification of that person's role. List any education registrations that may be relevant to this project.

3. Relevant Experience and Capabilities

   A. Relevant experience and capabilities will be assessed through a review of both completed and ongoing projects; however, information desired is on completed projects similar in scope, size, and complexity. Provide detailed data for no more than five (5) projects on which the firm or sub-consulting firm provided services which best illustrate current experience and capabilities relevant to this project.

      For each project, please provide the following information:

      a. Project name and location

b. Brief project description, including:

i. Size and scope
ii. Firm's role in project
iii. Key firm strengths exhibited by project and relevant to this Project
iv. Identification of proposed personnel involved along with explanation of their role in that specific project.

a. Owner's name, address, contact person, email address, and telephone number

b. As applicable, project images or sketches. Include, no more than five (5) color photographs (or renderings) per project:

i. Images are for illustrative purposes only and will not be used as a primary basis for design evaluation.
ii. Images need not be submitted for every project for which data is provided, but project data must be provided for all project images included.

c. Schedule Data (any unusual events or occurrences that affected the schedule should be explained)

i. Date design phase (programming) began
ii. Design phase (construction documents) complete date
iii. Construction substantial completion date

d. Construction Cost Data

i. Pre-design (programming) construction budget
ii. Pre-construction (60% construction documents) construction budget
iii. Actual construction budget at substantial completion
iv. Any relevant information that may explain construction budget fluctuation during the project

e. Method of Construction Procurement Utilized

Any project that is submitted as part of the response which does not include all the requested data (including all construction cost related information and associated explanations), may result in evaluation committee not considering the project and reflect within the scoring of multiple evaluation criteria.

B. Provide up to five (5) additional projects relevant to the project scope that further demonstrate the experience and capabilities of the firm or specific design members. Project details should include project names, project scopes and sizes, project dates, identification of proposed team members and/or firms associated with the projects, and owner contact information. Provide not more than one (1) project image for these projects.

4. Approach:

A. Most pertinent consideration in designing the project – State briefly what the firm believes to be the most pertinent consideration(s) and challenge(s) that must be addressed in the design and construction of a project of this type and how the firm approaches the transition between the different phases. Sketches, diagrams, analyses, or other tools that will help illustrate the team's points may be included.

B. Unique qualifications – State why the firm believes the team is qualified to address the core issues that the firm finds to be relevant to this project.

C. Proposed methods of design team organization and communication with the various project user groups to ensure quality – Discuss how the firm would coordinate, ensure quality and transition from the development of the program documents to design solutions, to the production of contract documents, and then to construction administration. Be specific with regard to internal and external communications, drawing quality control, BIM management, construction cost estimating capabilities, proposed construction specification system, approach to construction administration, and responsible individuals including their location (e.g., on-site or specific office). Also discuss the firm's demonstrated approach to full engagement in the construction administration process and full participation in all project meetings.

D. Experience with and/or ability to produce highly successful designs and work within an interactive review process. Present how the proposed team has performed on past projects in which this type of review process provided for key project decisions.

Veteran Heros United in Business (VetHUB)

VetHUB Subcontracting Plans (HSP) will be required with your response. The HSP must cover Programming, Design, and Construction Administration activities and associated sub-consultants.

UNT System will accept both your response and the HSP electronically through Jaggaer link:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS.

Please submit the HSP as a separate file from your RFQ response. Thus, you will submit two (2) separate electronic files, one for the HSP and the other for the RFQ response.

Plan for participation of VetHUB:

1. It is the policy of the Owner to promote and encourage contracting and subcontracting opportunities for VetHUB in all contracts. A HSP must be submitted with this proposal as specified in "3" below.

2. The Owner has determined subcontracting opportunities are possible and have identified the following areas:

   - Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Structural Engineering, Civil Engineering, Interior Design, Landscape Design, Construction Cost Estimating, Code Consultation, Audio Visual Design

3. Subcontracted work, whether identified by the Owner or not, is required to be identified in the HSP. Please complete the attached HSP for all subcontracting opportunities to be utilized in the project. Failure to complete the HSP correctly will disqualify the firm's RFQ response.

   Only responses with approved HSP's will be evaluated. Failure to return the HSP in a separate, clearly marked pdf file, separate from your RFQ pdf response, will prevent the Owner from evaluating your response or your HSP may be submitted electronically though Jaggaer link:

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

   Firms are encouraged to contact the HUB department by email to hub@untsystem.edu with questions regarding completing the HSP. Additional information can also be found at the Texas Comptroller for Public Accounts website at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.

Contract

Contract modifications are not expected and will not be considered or accepted by Owner. Responding firms should carefully review this agreement prior to submitting qualifications.

The planned project delivery method has not been identified at this time.

Selection Process/Description of Process

The selection process starts after the RFQ is posted on the Electronic State Business Daily on the date listed in Selection Schedule. Following this stage, the selection process is as follows:

Pre-Proposal Meeting/Site Visit

A pre-proposal meeting will be held at 2204 W. Prairie Street, Denton, Texas, with a site visit being held directly after the pre-proposal meeting on **October 28, 2026, at 9:00 am (CDT)**, to answer any address any questions in completing the response and HUB Subcontracting Plan.

A campus map and building map is included as the last page of this package. You will be responsible for obtaining a visitor's pass for parking on campus.

Qualifications are due on or before **2:00 p.m. (CST) on November 20, 2026**. Responses must be limited to no more than twenty-five (25) pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Cover letter will not count as part of the page limit as long as the cover letter does not include information on how the work will be performed. All documents should be printed one-sided and submitted in 8 1/2" X 11" page size, portrait style. Proposals received that are late will not be accepted. Please submit your response through the Jaggaer link at:

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**.

Hand Delivered, Email or faxed responses will not be accepted.

The HSP is due on or before **November 20, at 2:00 p.m. (CST).** The HSP will be submitted as a separate pdf attachment from your response electronically through the Jaggaer link:

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

1. The Owner may conduct formal interviews.

2. The top-ranked firms will be notified on or about the date listed in Selection Schedule**.**

3. The Owner expects to reach a contractual agreement with the top-rated firm shortly after notification and will expect the programming and/or design work to begin immediately thereafter. All documents related to this project shall be and become the property of the Owner.

4. The Owner reserves the right to reject any or all qualifications at any point during this selection process for any reason.

Selection Schedule Summary

The schedule for selection is as follows:

RFQ posted on the Electronic State Business Daily	October 21, 2026
Pre-Solicitation Meeting/Site Visit	October 28, 2026 @ 9:00 am
Qualifications received no later than	November 20, 2026 @ 2:00 pm
HSP received no later than	November 20, 2026 @ 2:00 pm
Notify short listed firms, if Owner elects to interview-on or about	December 2026
Interview short-listed firms, if Owner elects to interview-on or about	December 2026
Notify top-ranked firm, on or about	December 2026
Approve Contract/Issue Notice to Proceed on or about	December 2026

The Owner may choose not to conduct interviews. The selected firm will be notified by the Owner that they are top ranked and contract negotiations will begin.

Additional information and amendments may be posted on:

http://www.txsmartbuy.com/esbd;
https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php
as well as Jaggaer site at: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS.

Evaluation Criteria

The selected firm will be highly qualified with proven experience with projects of similar scope, size, and complexity as outlined in this RFQ.

Firms will be selected on the basis of experience and qualifications using the following criteria (many of the criteria are subjective):

1. Relevant successful design, and construction administration experience of key individuals named on the project team with projects of similar character to scope outlined in this RFQ.

2. Firm performance and quality of past and current projects as included in response, including demonstrated success in delivering projects with aggressive schedules or phasing requirements utilizing similar project delivery method as the project outlined in this RFQ.

3. Current capabilities based on the experience and capacity (current workload and availability) of the individuals assigned to the team as outlined for the anticipated services rendered to deliver the project scope as outlined in this RFQ.

4. Successful experience of the identified key individuals in managing complex phased projects as demonstrated within the project approach and/or relevant project examples.

5. Demonstrated ability to seamlessly manage and transition throughout the entire project process.

6. Project Management and quality assurance processes, general procedures, approach to construction administration, specific project approach (work plan/schedule), and technical support capabilities.

7. The firm's demonstrated ability to monitor construction cost estimates including approach to the volatile construction material availability and long material lead times during the design process to ensure Owner's construction budget is not exceeded at each step in the design process from programming to construction documentation.

8. Quality and responsiveness of the RFQ submittal – if applicable, the interview. Submittal is presented in a clear, organized, and professional manner and includes all the requested information. For the interview, key team members who provide leadership or are responsible for key elements that drive success of the project are present and contribute accordingly. All included materials and responses are professional, well organized, relevant, and clearly articulated.

9. Approach to quickly respond and address issues that arise throughout the entire duration of the project. Local representation will be evaluated on the ability to respond quickly to issues during the duration of the project.

The criteria above will be further discussed with Design Professionals selected for interview. The Design Professional should be prepared to answer questions from the evaluation team related to any of the criteria.

Questions

Please address your questions concerning this RFQ 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 November 4, 2026, at 2:00 p.m. CST. All questions and answers will be posted to the website by 5:00 p.m. CST, November 6, 2026.

The Owner may in its sole discretion respond in writing to questions concerning this RFQ. Only Owner's responses made by formal written Addendum to this RFQ shall be binding and shall be posted on the UNT System website located at https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php as well as the Jaggaer site at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS; http://www.txsmartbuy.com/esbd. Oral or other written interpretations or clarifications shall be without legal effect.

Do not contact any other individuals from the UNTS or from UNT. This may result in disqualification.

END OF SECTION

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into by and between **University of North Texas {System or Institution Name}**, hereinafter called "Owner", and {**Firm Name**} hereinafter called "Design Professional", duly licensed by the laws of the State of Texas to provide architecture or engineering Services in the State of Texas. The capitalized term "Party" refers to either the Owner or Design Professional individually and the term "Parties" refers to Owner and Design Professional collectively. The effective date ("Effective Date") of this Agreement shall be the date of the last signature by the Parties hereto.

ARTICLE I
PROJECT

1.1 Owner desires and intends to conduct {Project Name} ("Project"), on {Campus}, to be completed in accordance with the requirements herein. The specific Scope of Services is described in Exhibit A, attached and incorporated herein for all purposes.

1.2 Owner does hereby engage Design Professional and Design Professional does hereby agree to perform for and furnish to Owner under the terms and conditions of the Contract Documents all services, studies, investigations, and labor incident to the architectural and engineering design, and other services necessary and reasonably inferable to complete the Project.

ARTICLE 2
CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:

2.1.1 This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement, as may be amended;

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

2.1.3 Supplementary General Conditions (SGC) or Special Conditions, if any;

2.1.4 Owner's Specifications;

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

2.1.6 All Amendments issued after the Effective Date of this Agreement;

2.1.7 The Drawings, Specifications, details and other documents developed by Design Professional for the Project and accepted by Owner;

2.1.8 The Drawings and Specifications developed or prepared by Owner's other consultants, if any, and accepted by Owner; and

2.1.9 The HUB subcontracting plan submitted or amended by Design Professional and approved by Owner for this Project.

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2.2 The Contract Documents form the entire and integrated agreement between Owner and Design Professional and supersede all prior negotiations, representations, or agreements, written or oral.

2.3 To the extent the terms of this Agreement conflict with the UGCs and/or the SGCs, the terms of this Agreement will control.

2.4 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 "Alternate" shall mean the amount stated in the bid to be added or deducted from the amount of the base bid if the corresponding change in the Project scope or alternate materials and/or methods of construction is acceptable.

3.2.2 "Applicable Law" shall mean all laws, codes, rules, regulations, judgments, ordinances and similar pronouncements of Appropriate Authorities.

3.2.3 "Appropriate Authorities" and "Granting Agencies" shall mean any private, local, municipal, county, state, regional, or federal authority agency which may be involved in the Project. It is intended to include the authorities and agencies which require information, Drawings, and Specifications, etc., concerning the Project.

3.2.4 "Construction Cost Estimate" shall mean Design Professional's dated estimate, prepared and updated by Design Professional's construction cost estimating consultant(s), which shall include the Major Categories of Work of the entire Project's cost of construction and contingency with respect to each phase of development, delivered to the Owner.

3.2.5 "Design Schedule" shall mean a schedule for the performance of Design Professional's services that show the order in which Design Professional proposes to carry out Design Professional's Services.

3.2.6 "Design Work" means the design, administration, procurement, materials, equipment, and all services necessary for Design Professional, and/or its agents, to fulfill Design Professional's obligations under this Agreement.

3.2.7 "Direct Personnel Expenses" shall include direct compensation paid for employees engaged on the Project, including architects, engineers, designers, job captains, draftsmen, technicians, Specifications writers, and typists whether engaged in consultation, research, design, and production of Drawings, Specifications, and other documents relating to the Project, job site inspection or other services. Compensation, as used in this paragraph, shall include other mandatory and customary benefits such as insurance, social security contributions, sick leave, holiday or vacation pay, pensions, and similar benefits

3.2.8 "Major Categories of Work" shall mean applicable categories of construction Work required for completion of construction of the entire Project, which may include but not be limited to the following: demolition, site preparation, grading and earth work, general construction,

SAMPLE

heating, ventilating, air conditioning, plumbing, electrical, voice and data cabling, security features, elevators, special systems, and site improvements.

3.2.9 “Owner's Design Review” shall mean Owner's review at each of the design development phases, the periods of which shall be included in the Project Design Schedule. Drawings and Specifications developed to that point in design progress and the estimated construction cost shall be furnished to Owner as required.

3.2.10 “Project Budget” shall mean Owner's estimate of the total Project cost from inception to Final Completion.

3.2.11 “Project Team” shall mean Owner, Contractor, Design Professional, and any separate contractor and other consultants employed for the purpose of programming, design and construction of the Project. The composition of the Project Team may vary at different phases of the Project. The Project Team will be designated by Owner and may be modified from time to time by Owner.

3.2.12 “Reasonable Time” shall mean the earlier of ten (10) calendar days or such lesser amount of time as may be required to avoid delay of the Project.

3.2.13 “Services” means the provision of all services, labor, materials, supplies, and equipment that are required of Design Professional to complete the Project in strict accordance with the requirements of the Contract Documents.

ARTICLE 4
DESIGN PROFESSIONAL’S GENERAL RESPONSIBILITIES

4.1 Design Professional agrees and acknowledges that Owner is entering into this Agreement in reliance on Design Professional’s represented expertise and special and unique abilities to provide the Design Services. Design Professional shall perform its services with the professional skill and care ordinarily provided by competent Design Professionals practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Design Professional.

4.2 Design Professional shall comply with all applicable federal, state, and municipal laws, regulations, codes, ordinances, and orders in the provision of the Services.

4.3 Design Professional shall be solely responsible for the full cost of correcting any non-conforming services, including any rendered by Design Professional’s consultant(s) that do not meet the standard of care.

4.4 Design Professional shall design the Project such that it can be built with Alternates, within the Project Budget and/or under the Construction Cost Limitation.

4.5 All professional Services herein specified are to be performed wholly at the risk of Design Professional, and Design Professional shall take all precautions for the proper and safe performance thereof. Design Professional assumes all liability for the Design Work. Neither Design Professional nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in the Contract Documents or unless authorized in writing by Owner's Representative.

4.6 Design Professional's representative shall possess full authority to receive instructions from Owner and to act on those instructions. Design Professional will not change its representative without prior written approval of Owner.

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4.7 Design Professional shall pay all royalties and license fees, which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design Professional and used in the performance of the Services.

4.8 Design Professional shall participate in review sessions with Owner's designated representatives at the end of each review period. Owner will provide its review comments to Design Professional on the form used by Owner for internal document review, and Design Professional shall provide a detailed written response to each of Owner's review comments and shall incorporate into the Construction Documents such correction and amendments as Owner requests, unless Design Professional reasonably objects to such changes in writing and Owner agrees to the objections. Owner's approval of revised documents submitted by Design Professional shall not constitute or be deemed an approval of any unlisted changes, and any costs for any Additional Services subsequently required and/or rendered for such unlisted changes shall be Design Professional's sole responsibility.

4.9 Design Professional's services shall be reasonably accurate and free from material errors or omissions. Upon notice, Design Professional shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to Owner.

4.10 Design Professional shall identify to Owner in writing anything in Design Professional's drawings and specification and any other drawings, plans, sketches, instructions, information requirements, procedures, requests for action and other data supplied to Design Professional (by Owner or any other party) that Design Professional regards as unsuitable, improper or inaccurate in connection with the purposes for which such documents or data are furnished. Design Professional shall be solely responsible for the use of such documents or data unless Design Professional advises Owner in writing that in its opinion such documents or data are unsuitable, improper, or inaccurate and Owner instructs Design Professional in writing to proceed in accordance with the documents or data as originally provided.

4.11 Design Professional shall fully document its project activities in mediums appropriate to the scope of work. Design Professional shall bear the cost of providing all plans, specifications, and other documents used by Design Professional and its consultants.

ARTICLE 5
DESIGN PROFESSIONAL SERVICES

5.1 Design Professional shall perform all services described in Scope of Services attached as Exhibit A.

5.2 Basic Services

5.2.1 Design Professional shall cooperate with other professionals or consultants employed by Owner for this Project or for the design of other Work related to the Project. Design Professional shall consult, to the extent necessary or required by Owner, with designated representatives of Owner on the Project. Nothing in the foregoing shall create a contractual relationship between Design Professional and any consultants retained or employed by Owner.

5.2.2 Design Professional shall designate in writing a principal or member of its staff satisfactory to Owner as the Project Design Professional who shall, so long as her/his performance continues to be acceptable to Owner, remain in charge of the Services for the Project from the onset of design through completion of the Project and acceptance by Owner. No changes are to be made to Design Professional's team without prior written approval from Owner.

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5.2.3 Design Professional shall contract for or employ, at its expense, consultants for design of the Project, including architects, civil, structural, mechanical, plumbing, and electrical engineers, and landscape architecture design professional licensed as such by the State of Texas. Design Professional shall submit for approval by Owner the recommended consultants for each professional element of service of this Project, but Design Professional will be responsible for the Design Work of the consultants. Nothing in the foregoing requirement or procedure shall create any contractual relationship between Owner and any consultants employed or subcontracted by Design Professional under the terms of the Contract Documents.

5.2.4 Design Professional shall assist Owner in coordinating requirements set forth by Appropriate Authorities, Granting Agencies, and the Authority Having Jurisdiction as designated by Owner, whose participation in or interest impacts the design, the cost, and/or the construction of this Project.

5.2.5 Design Professional shall perform all the services specified herein in accordance with generally accepted professional standards. All Design Work drawn and specified shall conform to and be in compliance with all applicable codes, laws, ordinances, regulations, and published legal restrictions which shall include, but not be limited to, The International Building Code, 2015 Edition and NFPA 101 Life Safety Code, 2018 Edition.

5.2.6 All Design Work drawn and specified shall include incorporation of the provisions of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office, State Comptroller's Office of the State of Texas. Design Professional shall provide Owner with a Statement of Compliance and associated compliance documentation as required.

5.2.7 Design Professional shall assist with and attend with Owner Representatives an open meeting to be held pursuant to Section 2166.403(b) Texas Government Code, to verify the economic feasibility of incorporating alternative energy devices for space heating, cooling, water heating, electrical loads, and interior lighting into the building's design and proposed energy system. At a minimum, Design Professional shall provide an economic evaluation for the potential of renewable energy applications pursuant to the legislative requirements. Guidelines are available from the State Energy Conservation Office or State Comptroller's Office.

5.2.8 All Design work shall include landscape design required pursuant to Texas Government Code Section 2166.404 and UNT System Design guidelines. Design Professional shall provide requirements meeting these guidelines.

5.2.9 Design Professional shall become sufficiently familiar with the existing facilities, systems, and conditions at the Project location so that the proposed Project will completely and properly interface functionally with them.

5.2.10 Design Professional shall participate in the pre-design conference wherein the Work under the Contract Documents shall be outlined, to include the scope, budget, instructions, procedures, and schedules with Owner Representative, Design Professional, and other representatives including approved consultants, as deemed necessary by Owner.

5.2.11 All Drawings shall be prepared on sheets 42" x 30" size (trimmed) and all Specifications shall be prepared in bound form.

5.2.12 Design Professional shall:

5.2.12.1 Furnish all labor and equipment and provide all the materials required to complete the Services;

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5.2.12.2 Perform all Services with promptness and diligence so that construction of the Project may commence and may be completed as set forth herein;

5.2.12.3 Properly perform all Services specified herein;

5.2.12.4 Have full control and direction over the mode and manner of performing the Services covered by the Contract Documents.

5.2.13 All professional Services herein specified are to be performed wholly at the risk of Design Professional, and Design Professional shall take all precautions for the proper and safe performance thereof. Design Professional assumes all liability for the Design Work.

5.3 Design Schedule

5.3.1 Twenty-one (21) days after the execution of this Agreement and the pre-planning conference, Design Professional shall prepare and submit for approval to Owner a Design Schedule (in a format acceptable to Owner) showing the coordinated order and time frame in which Design Professional proposes to carry on the Project. The Design Schedule shall include all major activities to ensure comprehensive and timely progress of the Design Work. The Design Schedule shall apply to the completion of all services in Exhibit A attached hereto. Design Professional shall, when requested, update the Design Schedule and deliver a reproducible version to Owner within fourteen (14) calendar days.

5.3.2 The Design Schedule shall be in the form of a progress chart indicating all major tasks to be accomplished and the time for starting and completing the task.

5.3.3 The Design Schedule shall include allowances for period of time required for Owner's review, for the performance of owner's consultants, and for approval of submissions by Appropriate Authorities having jurisdiction over the Project.

5.3.4 The Design Schedule shall include preparation and submittal of all required LEED documentation in accordance with U.S. Green Building Council (USGBC) guidelines for LEED NC certification projected to be at minimum Silver; provided that this section shall not apply if the Project is not a LEED Project.

5.3.5 Once approved by Owner, time limits established by the Design Schedule shall not be exceeded by Design Professional or Owner, except for reasonable cause; provided, however, reasonably foreseeable occurrences, such as typical weather conditions, vacation time, and standard attrition, shall not constitute reasonable cause for purposes of extending time limits established by the Design Schedule.

5.4 Other Responsibilities of Design Professional

5.4.1 Design Professional shall comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, published legal requirements, and codes which are applicable to the performance of Work or Services hereunder or applicable to Design Professional as an employer of labor or otherwise. Design Professional shall further comply with all laws, rules, regulations, and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors, consultants, and others employed or retained by him to render any services hereunder.

5.4.2 Any approvals by Owner of Design Professional's Services shall not waive, relieve, limit, or release Design Professional from any of its responsibility or liability for its Services or

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from the terms of or performance of the Contract Documents nor shall any such approvals estop or be a defense against Owner.

5.4.3 Design Professional's liabilities, responsibilities, and obligations provided for in this Article shall not limit or supersede any of Design Professional's other liabilities, responsibilities, and obligations either at law or otherwise under the Contract Documents.

5.4.4 Design Professional shall comply will all requirements of the Design Guidelines, Master Specifications and Telecommunication Infrastructure Standards. Any proposed deviations from Design Guidelines and/or Master Specifications must be submitted in writing to Owner for approval. Design Professional shall not proceed with any such deviations without prior written approval of Owner.

5.4.5 Design Professional shall assist and coordinate with Contractor as otherwise may be required.

5.4.6 Design Professional agrees to allocate Design Work to consultants that are historically underutilized businesses in accordance with the currently approved Historically Underutilized Business Subcontracting Plan (HSP), submitted with the RFQ response. No changes to the HSP may be made unless approved in writing by Owner. While this Agreement is in effect and until the expiration of one year after Final Completion, Owner may require information from Design Professional, and may conduct audits, to assure that the Plan is followed.

5.5 Additional Services

5.5.1 Prior to commencing any Additional Services, Design Professional shall submit to Owner an Additional Services proposal describing, in detail, (a) the nature and scope of the Additional Services, (b) the basis upon which Design Professional believes such services constitute Additional Services rather than Basic Services, (c) the fee, calculated in accordance with this Agreement and Reimbursable Expenses for Design Professional's performance of the Additional Services, and (d) a proposed schedule for performance of the Additional Service. If Design Professional's Additional Services proposal is satisfactory to Owner, Owner shall prepare and deliver to Design Professional for signature an amendment documenting the Parties' agreement regarding the Additional Services. The following services of Design Professional, when authorized by Owner in writing, shall be paid for by Owner in accordance with the provisions of this Agreement:

5.5.1.1 Making measured Drawings of existing construction when required for planning or designing additions or alterations to existing buildings or facilities. This does not include the responsibility of Design Professional to confirm critical dimensions on Owner furnished drawings or documents of existing facilities or buildings, excluding underground utilities, for which the planning or design of additions and/or alteration are to be provided under the Contract Documents.

5.5.1.2 Revising previously approved Drawings, Specifications, or other documents to accommodate Changes when so directed by Owner, provided, however, that no compensation for Additional Services shall be paid for revisions which are 1) directed by Owner pursuant to this Agreement; 2) corrections of design errors or omissions; 3) changes initiated by Design Professional; or 4) changes necessitated to bring the Project within Project Budget or adjusted by Owner with the agreement of the Design Professional.

5.5.2 Design Professional shall refer to UGC's for additional requirements for Change Orders.

SAMPLE

5.6 Ownership and Use of Documents

5.6.1 All drawings, specifications and other documents and electronic data furnished by Design Professional to Owner under this Agreement and specifically including the electronic files used to create any such date ("Work Product") are deemed to be instruments of service and Design Professional shall retain ownership to such documents, subject to the following provisions:

5.6.1.1 License. Owner shall be permitted at all phases of the Project to retain copies of all Work Product, including Electronic Files (such as Models), reproducible copies of drawings, specifications and other documents for information and reference in connection with owner's use and occupancy of the Project. Design Professional hereby grants Owner an irrevocable, fully paid-up perpetual license and right to use (but not sell or further license) the drawings, specifications and other documents furnished, including the originals thereof, and the ideas and designs contained therein. This license will survive the termination or expiration of this Agreement. If this Agreement expires, is terminated or limited in scope, Design Professional hereby expressly consent to the employment by Owner of a substitute Design Professional to complete the Project under this Agreement, with the substitute Design Professional having all the rights and privileges of the original Project Design Professional.

5.6.1.2 Ownership. Upon Owner's Final Payment, the Work Product (including the electronic files used to create any such Work Product) shall become the property of Owner to the extent allowed by Applicable Law. The Work Product shall be all drawings, specifications, confirmatory land survey field notes, sketches and related data and additional or confirmatory soils engineering or investigations, samples, calculations, test results and reports, and LEED documentation for which Owner has paid for such direct services. Owner may utilize all or any portion of the Work Product for the repair, maintenance, warranty operations, modification, expansion or renovation of the Project, and for any other purpose as permitted by law to the owner of such material without written approval of Design Professional. Owner understands that all such drawings, specifications, models, renderings, work product, instruments of service and other documents may be inappropriate for use in the construction of any other project. Design Professional shall not be responsible for the use or workability of such drawings, specifications, models, renderings, work product, instruments of services and other documents in connection with any project other than the project for which they were specifically designed. These documents are not to be used by Design Professional on any other project.

5.6.1.3 Required Disclosures. Submission or distribution of any or all of the Construction Documents to meet official regulatory requirements of for other purposes in connection with the Project is not to be construed as publication in derogation of Design Professional's rights.

5.6.1.4 Inspection by Others. In any event, if a federal grant or other federal financing participates in the funding of the Project, Design Professional shall permit access to and grant the right to examine its books covering its Services, comply with all federal agency requirements as to work hours, overtime compensations, nondiscrimination, contingent fees, etc., and attend meetings, prepare reports and submit data for approval, as required by the agency involved.

5.6.2 Design Professional shall provide copies of all documents in a quantity sufficient for Owner's intended purpose. Design Professional shall provide final sets of any documents as required by Owner.

SAMPLE

5.6.3 Should any of the plans, specifications and other design documents or other work materials produced or used by Design Professional pursuant to this Agreement are damaged or destroyed by fire or other casualty, Design Professional shall prepare and provide Owner with new copies of any such documents or materials, at no cost to Owner.

ARTICLE 6
OWNER RESPONSIBILITIES

6.1 Owner shall provide Design Professional with reasonable access to the Site to assist Design Professional in its performance of all tasks reasonably necessary for the completion of Services. Owner shall furnish all available information in regard to the Project to assist Design Professional in performing Design Professional's Services. Owner shall furnish the following to Design Professional, if applicable and available:

6.1.1 A land survey of the Site, signed and dated by a Texas Registered Professional Land Surveyor, identifying the physical characteristics, legal limitations and utility locations. The survey and legal information shall include as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and topography of the Site, location, dimensions and floor elevations of existing buildings, other improvements and trees, and full information concerning available service and utility lines, both public and private above and below grade, including invert and depths.

6.1.2 All necessary structural, mechanical, chemical and other laboratory tests and all construction materials testing, inspections and reports as required by Applicable Law or the Construction Documents or reasonably requested by Design Professional.

6.1.3 Testing and balancing services for mechanical and hydronic systems.

6.1.4 The services of soil engineer, when such services are deemed necessary by Owner for the Project, as well as a final geotechnical report including, but not limited to, identification of soil strata, test boring data, and recommendations for building foundations, slab and subgrade preparation.

6.1.5 Commissioning services.

6.2 Owner makes no warranties or representations as to the accuracy or suitability of information provided to Design Professional by Owner or by others. Design Professional shall exercise reasonable care in relying upon the information in the performance of its services under this Agreement.

6.3 Owner will furnish plans and Specifications to document existing conditions to the extent requested by Design Professional and as reasonably necessary for the completion of Design Professional's Services. Owner does not guarantee the furnished information is correct. Design Professional shall have the duty and responsibility to review the existing as-built Drawings to determine any gross errors in the Drawings.

6.4 Owner will provide a Project Budget and/or Construction Cost Limitation for this Project including information as to the gross area and major facility requirements, budget limitations, and Project scheduling. If the scope of Work changes, the Construction Cost Limitation will be adjusted as required by subsequent approved estimates.

6.5 Owner will furnish available information on surface and subsurface soil conditions to include reports; test borings; test pits data; soil bearing values; or related information. When Design

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Professional determines and recommends additional subsoil investigations are necessary, Owner shall procure the professional services of a registered soils engineer to obtain the required information and data in a timely manner. Owner does not guarantee the furnished information is correct.

6.6 Owner's Representative shall: (a) be fully acquainted with the Project, Services, and Site; (b) agree to furnish the information and services 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 Design Professional in writing.

6.7 Owner hereby expressly reserves the right from time to time to designate by notice to Design Professional one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Design Professional shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary. Such representation by Owner, if any, at the site shall not at any time relieve Design Professional, in whole or in part, from any duty or responsibility placed upon Design Professional under the terms of the Contract Documents.

6.8 Owner shall examine, or cause its representative(s) to examine documents submitted by Design Professional and render decisions pertaining thereto to avoid unreasonable delay in the progress of Design Professional's Services. Review and approval of a document by Owner shall not waive the contractual responsibility or liability of Design Professional.

6.9 Owner shall furnish information required as expeditiously as necessary for the orderly progress of Design Professional's Services.

6.10 Owner shall furnish any provisions or sections that Owner may desire incorporated in the Specifications.

6.11 Nothing in the Contract Documents nor any act or failure to act on the part of Owner shall be construed as a waiver of claim by Owner for any defects or deficiencies in the Drawings and Specifications or as an assumption of any responsibility of Design Professional under the Contract Documents.

ARTICLE 7
COMPENSATION

7.1 Compensation shall be in accordance with the terms in Exhibit A attached hereto.

7.2 Based on invoices for payment submitted by Design Professional, Owner shall make a progress payment to Design Professional of the cost of labor, materials and equipment incurred by Design Professional 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. On or about the first day of each month, Design Professional will provide Owner with an invoice for payment, which shall include a breakdown of Work completion percentage and documentation for costs related to all travel, reproduction and sub-consultant reimbursable expenses stated under the basic services. Each invoice may only reference one purchase order. Multiple purchase orders will require separate invoices. Upon verification of costs incurred and amount of Work completed, Owner will make payment to Professional within thirty (30) calendar days or will notify Design Professional of any objection to the invoiced amount.

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7.3 No partial payment made shall be, or construed to be, final acceptance or approval of the Services to which the partial payment relates, or a release of Design Professional or any Design Professional's obligations or liabilities with respect to such services.

7.4 Under no circumstances shall Owner be obligated to make any payment (whether a progress payment or final payment) to Design Professional during the existence of any one or more of the following conditions:

7.4.1 Design Professional is in breach or default under the Agreement or any other agreement between Design Professional and Owner or component institutions;

7.4.2 Any portion of a payment is for Services that were not performed in accordance with this Agreement; provided, however, payment shall be made for those Services which were performed in accordance with the Agreement;

7.4.3 Design Professional has failed to make payments promptly to consultants or other third parties for or in connection with Services for which Owner has made payment to Design Professional;

7.4.4 If Owner, in its good faith judgement, determines that the balance of the unpaid balance of the sum for Basic Services set forth in this Agreement, is not sufficient to complete the Basic Services in accordance with this Agreement; or

7.4.5 Design Professional has failed to achieve a level of performance necessary to maintain the Design Schedule.

7.5 Any fee, penalty, interest or damages suffered or incurred by Owner due to Design Professional's failure or refusal to pay any consultant or other third party shall be offset against payment(s) due Design Professional.

7.6 The acceptance by Design Professional of final payment under this Agreement shall constitute a full and complete release of Owner from any and all claims, demands, and causes whatsoever of Design Professional and Owner under the provisions of this Agreement, except those claims previously made in writing and identified by Design Professional as unsettled at the time of final request for payment.

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

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

7.9 Payments for Additional Services of Design Professional as defined herein for reimbursable expenses shall be made monthly upon presentation of Design Professional's documentation for reimbursable expenses which shall be reviewed and approved by Owner prior to payment.

7.10 It is agreed and understood that Design Professional shall have experienced and qualified personnel as needed for design and engineering of structural, mechanical, or electrical equipment and/or systems included in or related to the Work. Owner reserves the right to reject any of such persons or firms Owner may deem not qualified or competent to provide such services. Such pay or compensation and expenses associated therewith as will be required to be paid to these persons or firms shall be paid by Design Professional out of the fees provided for in this Agreement, and Owner accepts no responsibility whatsoever for any such person or firm.

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ARTICLE 8
INDEMNITY AND INSURANCE

8.1 Design Professional covenants and agrees in accordance with Chapter 2254 of the Texas Government Code 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 that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Design Professional or Design Professional's agent, consultant under contract, or another entity over which Design Professional exercises control. IN THE EVENT DESIGN PROFESSIONAL AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

8.1.1 **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 **Design Professional shall promptly advise Owner in writing of any claim or demand against Owner or against Design Professional known to Design Professional related to or arising out of Design Professional's activities under this Contract.**

8.2 The indemnities contained herein shall survive the completion of the Services and the expiration or termination of this Agreement.

8.3 Insurance

8.3.1 Design Professional shall carry such professional liability/errors and omissions insurance, with a minimum limit of $1,000,000 each claim and $2,000,000 aggregate, covering Design Professional's Services provided under the Contract Documents and such other insurance coverage as further described in this Article and as acceptable to and approved by Owner. The fees for such insurance will be at the expense of Design Professional. The insurance policy or policies shall remain in full force during the term of this Agreement and for a period of one (1) year beyond the provision of Design Professional's Services. A Certificate of Insurance issued by the insuring carrier or carriers, indicating the expiration date, and existence, of Design Professional's insurance coverage is required to be provided to Owner prior to commencement or continuation of performance of the services under the Contract Documents.

8.3.2 Design Professional shall not commence Design Work under this Agreement until it has obtained all insurance required in accordance with the Contract Documents 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 Design Professional hereunder. Prior to commencing Design Work, Design Professional shall provide evidence as required by this Article that demonstrates coverage for Employer's Liability, Workers' Compensation, and Commercial General Liability as set forth in the UGCs are in full force and effect.

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8.3.3 Design Professional 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 Auto Liability. The Commercial General Liability, Business Auto Liability, Worker's Compensation, and Professional Liability policies shall include a waiver of subrogation in favor of Owner.

8.3.4 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 cancelation of coverage by the insurance company. Prior to start of Services and upon renewal or replacement of the insurance policies, Design Professional 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, Design Professional will give Owner prompt written notice upon actual or constructive knowledge of such condition.

8.3.5 Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of this 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 Design Professional.

8.3.6 Design Professional 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 9
DESIGN PROFESSIONAL'S REPRESENTATIONS AND CONVENANTS

9.1 Design Professional represents and covenants compliance with all Applicable Laws as they are interpreted by the Appropriate Authorities throughout the term of this Agreement. Design Professional will be solely responsible for all costs, fees, penalties, awards and/or damages, and any interest thereon, resulting from Design Professional's default under the immediately preceding sentence, together with the costs and fees incurred to secure compliance.

9.2 Design Professional represents and covenants to allocate adequate time, personnel and resources as necessary to perform the Services. All staff assigned by Design Professional to perform all or any part of the Services shall be qualified by training and experience to perform their assigned tasks.

9.3 Design Professional represents and covenants that there are no obligations, commitments, or impediments of any kind known to Design Professional that will limit or prevent performance of the Services of Design Professional.

9.4 Design Professional represents and covenants that the Services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of a Service by Owner shall relieve Design Professional of any of its professional duties or release it from any liability, it being understood that owner is, at all times, relying upon Design Professional for its skill and knowledge in performing the Services. Owner shall have the right to reject any Service because of any fault or defect in the Project due to any material errors or omissions in the provision of Services. Upon notice of any such errors or omissions, Design Professional shall promptly provide any and all services necessary to correct or remedy them at no cost to owner, even if such correction requires corrective construction work, which work will be paid by Design Professional. Design Professional's obligation to correct its errors and omissions is in addition to, and not in

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substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

9.5 Design Professional represents and covenants that the Project, as designed by Design Professional, can be constructed for an amount not to exceed the Construction Cost Limitation.

9.6 Design Professional represents and covenants that, upon completion of the Project in accordance with the Construction documents, the Project will be suitable for its intended purpose.

9.7 While on the premises of Owner, including the Site, Design Professional represents and covenants to abide and to cause consultants and other third parties retained by Design Professional in connection with the Project to abide by the policies and procedures relative to conduct, action and demeanor applicable to such premises.

9.8 Design Professional shall perform its obligations with integrity, ensuring at a minimum to: (a) avoid conflicts of interest and disclose any promptly to Owner; and (b) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from any person or entity for whom it may be liable or requested to secure preferential treatment.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 With or without cause, Owner reserves and has the right to terminate this Agreement or to cancel, suspend or abandon execution of all or any Services in connection with the Contract Documents at any time upon written notice to Design Professional. Design Professional may terminate this Agreement upon seven days written notice to Owner only if Owner substantially fails to perform obligations under this Agreement or fails to timely pay Design Professional as required under this Agreement, 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.

10.1.1 In the event of termination, cancellation, suspension, or abandonment that is not the fault of Design Professional, Owner shall pay to Design Professional compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Design Professional delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents, and other materials prepared by Design Professional prior to termination.

10.1.2 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 Design Work and Design Work in progress, to complete and incomplete Drawings, and to other related documents, whether delivered to Owner or in possession of Design Professional.

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

10.2 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 Design Professional who shall make them available to Owner upon request, with compensation to Design Professional limited to actual reproduction costs.

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Owner agrees to credit Design Professional with such authorship as may be due to him but is not required to renew this Agreement.

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

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

ARTICLE 11
MISCELLANEOUS

11.1 Assignment. The terms and conditions of this Agreement shall be binding upon the Parties, their partners, successors, permitted assigns, and legal representatives. This Agreement is a personal service contract for the services of Design Professional, and Design Professional'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.

11.2 Death or Incapacity. If Design Professional 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 Design Professional 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 Design Professional; 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 Design Professional. 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.

11.3 Irreparable Injury. It is acknowledged and agreed that Design Professional's services to Owner are unique, which gives Design Professional a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Design Professional acknowledges and agrees that a breach by Design Professional of the provisions hereof will cause Owner irreparable injury and damage. Design Professional, 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.

11.4 Certifications.

11.4.1 Pursuant to Texas Family Code, Section 231.006, Design Professional 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.

SAMPLE

11.4.2 Pursuant to Texas Government Code, Section 2155.004, Design Professional 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.

11.4.3 If a corporate or limited liability company, Design Professional 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.

11.4.4 Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Design Professional agrees that any payments owing to Design Professional under this Agreement may be applied directly toward any debt or delinquency that Design Professional 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.

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

11.4.6 Pursuant to Texas Government Code Sections 2252.201-2252.205, Design Professional 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.

11.4.7 To the extent required by Texas Government Code Chapter 2271, Design Professional certifies that it does not currently boycott Israel and will not boycott Israel during the Term of this Agreement. Design Professional acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. If the Agreement is subject to Texas Government Code Section 2274.002, Engineer 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 Government Code Section 2276.002, Engineer hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

11.4.8 By signature hereon, Design Professional 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.

11.5 Business Ethics. During the performance of Design Professional's contract responsibilities, Design Professional agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest with Owner's best interests. Neither Design Professional nor its employees, agents, representatives, or subcontractors will assist or cause Owner to violate Owner's Conflicts of Interest Policy or applicable state ethics laws or rules.

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

SAMPLE

11.7 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 Design Professional:
{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.

11.8 Independent Contractor. Design Professional 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. Design Professional, 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. Design Professional 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.

11.9 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 Design Professional and Owner may terminate the Agreement. Design Professional acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

11.10 Confidentiality. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Design Professional in the performance of services for Owner, which is not generally known to the public, shall be confidential and Design Professional shall not, beginning on the date of first association or communication between Owner and Design Professional 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 Design Professional's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Design Professional shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Design Professional 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. Design Professional shall obtain assurances similar to those contained in this subparagraph from persons, and subcontractors retained by Design Professional. Design Professional acknowledges and agrees that a breach by Design Professional of the provisions hereof will cause Owner irreparable injury and damage. Design Professional, therefore, expressly agrees that Owner shall be entitled to injunctive and/or

SAMPLE

other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

11.11 Open Records. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If required, Design Professional 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 Design Professional agrees that the Agreement can be terminated if Design Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

11.12 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.

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

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

By: _____
(signature)

[Authorized Signatory Name]
[Authorized Signatory Title]

Date: _____

DESIGN PROFESSIONAL:

{FIRM NAME}

By: _____
(signature)

_____
(typed name and title)

Date: _____

_____
Street/PO Box

_____
City, State, ZIP

_____
Telephone

_____
State of TX Vendor ID Number

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

The Owner and Design Professional agree to the Scope of Services as outlined in the following and hereby incorporated for all purposes:

SEE ATTACHED SCOPE OF SERVICES

SAMPLE

This Exhibit is attached to and made part of the Agreement between Owner and Design Professional.

Initialed by Owner

_____

Initialed by Design Professional

_____

DESIGN SERVICES WITH CMAR

1. Scope of Services

1.1 Design Professional Services shall be performed and shall consist of all services described herein , including but not limited to: (a) schematic design phase; (b) design development phase; (c) construction documents phase; (d) bidding phase; and (e) construction administration phase services. Design Professional shall not proceed to any level or phase of design without written authorization by Owner's Representative, except at Design Professional's own financial risk. The Work, Design Work, related data, and Services required in accordance with these provisions shall be accomplished within the basic Construction Cost Limitation and Project scope stated herein.

1.2 Design reviews will be at: (a) fifty percent (50%) schematic design phase; (b) one hundred percent (100%) schematic design phase; (c) fifty percent (50%) design development phase; (d) one hundred (100%) design development phase; and (e) fifty percent (50%) construction documents phase.

1.3 Design Professional, in order to determine the requirements for Design Professional's Services, shall conduct a preliminary evaluation of the initial programming, to be provided by Owner. Design Professional shall confirm its understanding of such requirements with Owner and shall assist Owner to refine or make clarifications to Owner's Program for the Project.

1.4 Design Professional is responsible to maintain adequate control throughout the design Services of the Construction Cost Estimate of the entire Project to ensure the construction cost is minimized and Construction Cost Limitation not exceeded, while still achieving the goals of the Project and campus.

1.5 Owner may require the Construction Manager to include design contingency or other cost growth factor for design development within the Construction Cost Limitation, as deemed necessary to permit development of final design within this limitation.

1.6 Design Professional shall coordinate with Construction Manager in Construction Manager's submission of a full scope and detailed cost estimate for the construction Work for the entire Project at the intervals called for herein. Construction Manager shall prepare and submit a final estimated Project construction cost prior to releasing the Contract Documents to the bidders.

2. Design Deliverables

2.1 Schematic Design Phase Services

Upon receipt of a Notice to Proceed, Design Professional shall proceed with the schematic design phase and shall:

2.1.1 Review and validate the criteria furnished by Owner to ascertain the requirements of the Project and shall confirm such requirements to Owner.

2.1.2 Based on the building program approved by Owner, prepare schematic design studies consisting of, but not limited to, design concepts, design narrative for all

SAMPLE

disciplines, Drawings, and other documents illustrating the scale and relationship of Project components for approval by Owner. Reproducible set shall be submitted for Owner's required approval.

2.1.3 Have a professional construction cost estimator prepare a written estimated construction cost, based on documents provided at the conclusion of the schematic design phase, in a format approved by Owner, and review the written cost estimate with Owner. Design Professional shall adjust the scope of the Project as required based on the cost estimator's cost estimate.

2.2 Design Development Phase Services

Upon Owner's written approval to proceed, Design Professional shall proceed with the design development phase and shall:

2.2.1 Prepare the design development documents and, upon completion, submit a reproducible set for approval by Owner. Design development documents shall include: the architectural, structural, mechanical, plumbing and electrical floor plans and distributions systems, cross sections, and other required Drawings; and the outline Specifications in sufficient detail to describe the size, character, and quality as to kinds and locations of materials and the types and sizes of structural, mechanical, plumbing and electrical systems for the entire Project. If required, Design Professional shall also provide a framed exterior rendering of the Project.

2.2.2 Have a professional construction cost estimator prepare a written estimated construction cost, based on documents provided to Construction Manager at the conclusion of the design development phase, in a format approved by Owner. Design Professional shall adjust the scope of the Project as required based on the cost estimator's cost estimate and as approved or directed by Owner.

2.3 Construction Documents Phase Services

Upon Owner’s written approval to proceed, Design Professional shall proceed with the construction document phase and shall:

2.3.1 Prepare the Construction Documents in accordance with the design schedule for approval by Owner to include and consist of the standard documents as may be furnished by Owner, and the final Working Drawings and technical Specifications that set forth in detail all the requirements for construction of the entire Project. Such final Drawings and Specifications shall be prepared in full compliance with all applicable building codes, laws, or ordinances, and other regulatory authorities.

2.3.2 Submit four (4) sets for Owner's review and approval, with comments as necessary, of the Working Drawings and Specifications when at sixty percent (60%) and ninety-five percent (95%) completion points are reached in this phase of design. Design Professional shall submit review documents of which two (2) sets will be provided to Construction Manager for updating their cost estimate at each review point except for the sixty percent (60%) set which will be the GMP set.

2.3.3 Coordinate with Construction Manager in its preparation and submission for Owner's approval of a written final estimated construction cost upon one hundred percent (100%) completion of the final Drawings and Specifications in accordance with the design schedule and Owner approved format and detail. The estimate shall be itemized as necessary to include estimates for alternates (additives and/or

SAMPLE

deductive) and to conform to the proposal request form intended for bidding purposes.

2.4 Bidding Stage Services

Upon Owner's written approval to proceed, Design Professional shall assist Construction Manager as required in the solicitation of competitive subcontractor bids. Said solicitation shall be done by Construction Manager and Design Professional shall:

2.4.1 Furnish and distribute the following sets of Construction Documents, numbered in consecutive order:

a. One (1) set to Owner at the time documents are released to the bidders;

b. Up to ten (10) sets of Construction Documents shall be furnished to Construction Manager to be distributed to subcontract bidders (Design Professional may require deposits or may sell at cost additional complete or partial sets of documents, in its discretion); and

c. Up to ten (10) sets of Construction Documents and electronic files shall be furnished to Plan Services, as determined by Owner and Design Professional. A maximum of two (2) sets shall be furnished to each location.

2.4.2 Prepare and issue addenda to the Construction Documents, including Drawings when appropriate, as may be required to clarify or interpret the Construction Documents.

2.4.3 Review Construction Manager's final construction cost estimate prepared before bid opening(s). The final cost estimate prepared and submitted by Construction Manager shall be a continuation and expansion of previous estimates prepared and submitted during the construction documents phase and shall be reviewed and approved by Owner.

2.4.4 If the final construction cost estimate prepared by Construction Manager prior to bid opening, or the lowest and best bid(s) received exceeds the original or latest adjusted Construction Cost Limitation of the Project Budget, Owner may, at its discretion:

a. Give written approval of an increase in the construction cost portion of the Project Budget;

b. Direct Design Professional to make such changes at no additional expense to Owner in the Construction Documents to permit rebidding of the Project within the shortest, reasonable time;

c. Direct Design Professional to revise the scope or quality, or both, of the Project, so as to reduce the Project construction cost; in which case Design Professional shall at its expense, modify the Construction Documents, as directed, in order to reduce the Project construction cost estimate to be within the adjusted construction cost portion of the Project Budget;

d. Assist Construction Manager in negotiating with lowest and best bidder(s); or

e. Abandon the Project, in which case the appropriate part of Design Professional fee to be paid for the design development phase shall be based on the latest adjusted construction cost portion of the Project Budget, provided that this fee

SAMPLE

shall not be exceeded if the Project is later awarded at a cost still in excess of that portion of the Project Budget.

2.4.5 Attend all pre-bid conference(s) and bid openings, and assist Construction Manager with reviews, evaluations, and recommendations for selection of subcontractors to assure selection is based on best value.

2.4.6 Assist Construction Manager in preparing a tabulation of bids in a form acceptable to Owner.

2.5 Construction Stage Services

Upon Owner's written approval to proceed, Design Professional shall proceed with construction stage services and shall:

2.5.1 Provide all the administrative services set forth and required in the Contract Documents and as required by the Construction Documents to permit timely prosecution of the construction Work.

2.5.2 Furnish to Owner two (2) additional sets of Construction Documents complete with all addenda issued during the bidding which are in suitable condition for use during construction. Provide electronic files of the Construction Documents for Owner and Construction Manager's use in constructing the Project in a format acceptable to Owner.

2.5.3 Make visits to the Project not less often than once a week, and when conditions require, shall make more frequent visits to the site, to observe the progress and quality of the executed construction Work and to determine if the construction Work is proceeding in accordance with the Contract Documents. These visits shall be performed by the Project Design Professional and other experienced and qualified representatives of Design Professional. Design Professional shall use reasonable diligence to detect defects and deficiencies of the Work of Construction Manager and to recommend in writing to Owner the disapproval or rejection of Work as failing to conform to the Contract Documents. Design Professional shall immediately notify Construction Manager and Owner in writing of any detected noncompliance of Construction Manager or its subcontractors with the Contract Documents and shall make such recommendations in writing to Owner or Owner's Representatives for remedial construction Work or rework necessary to obtain compliance with the Contract Documents. Design Professional will not be responsible for construction management, methods, or safety provisions employed by Construction Manager in the prosecution of the construction Work. Design Professional shall keep Owner informed of the status of the Project, including significant milestones reached, problems resolved and those pending, and other important items by the submission of written reports not less often than once a month.

2.5.4 Review Construction Manager's periodic estimates for partial payments, determine the amount owed to Construction Manager, make recommendations to Owner and certify certificates for payment on such amounts. The certificate for payment shall constitute Design Professional's representation to Owner that construction Work has progressed to the value indicated, the quality of the construction Work is considered to be in accordance with the Contract Documents, and that Construction Manager is entitled to payment in the amount certified.

SAMPLE

2.5.5 Interpret the Construction Documents and, within a reasonable time, render such interpretations as necessary for the proper and timely execution or progress of the construction Work.

2.5.6 Review for Owner's approval, Change Orders to the Construction Documents which are necessary as a result of such interpretations and/or clarifications, Construction Manager's inquiries, or Owner requests. Design Professional shall review cost and time extension estimates for each Change Order, analyze price and time proposal requests received from Construction Manager for Change Orders, compare Design Professional's estimate with Construction Manager's Change Order Request, advise Owner as to the acceptability of Construction Manager's Change Order Request and assist Owner, if requested, in resolving any discrepancy between the estimate and Construction Manager's Change Order Request. Such assistance shall be accomplished within a reasonable time.

2.5.7 Review and advise Owner, prior to or concurrent with notification to Construction Manager, as to acceptability of Work schedules prepared by Construction Manager in accordance with Owner's requirements; shop Drawings, laboratory samples; fabrication, erection and setting Drawings; wiring and control diagrams; materials delivery schedules; shop drawing submittal schedules; lists of materials and equipment; mockups; equipment or systems testing procedures and schedules; and, other descriptive data pertaining to materials and equipment for compliance with the design concept for the Project and with the information given in the Contract Documents. Unless otherwise specifically stated by Owner, such review, advice, and assistance as required in each instance shall be accomplished within a reasonable time.

2.5.8 Analyze and advise Owner as to the acceptability of test reports, test methods, materials, equipment, and systems.

2.5.9 Immediately, when identified, make all necessary revisions to the Construction Documents to correct errors, conflicts, omissions, or deficiencies and reissue the corrected Drawings and Specifications at no additional expense to Owner.

2.5.10 Review and, within a reasonable time, advise Owner as to the acceptability of substitutions proposed by Construction Manager.

2.5.11 Provide a color schedule and samples of textures and finishes of all materials in the Project for review and approval of Owner.

2.5.12 Provide a list of fixed and installed equipment to include the type/size, location, and quantity, to Owner for review and approval.

2.5.13 Provide technical assistance to and design interpretation of the Construction Documents for Construction Manager and Owner's Representative(s) and advise said personnel of all decisions rendered or recommendations made. Design Professional shall review, at Owners request, the inspection reports prepared by Construction Manager and shall issue, subject to the concurrence of Owner, such directives as the evaluation of the report(s) data dictates as necessary to obtain compliance with the requirements of the Contract Documents. Owner's representative shall be notified immediately of any instructions given to Construction Manager. All instructions which result in revisions to or change in scope of the Work shall be promptly confirmed in writing by Design Professional with copies to all parties concerned. Unless otherwise specifically stated by

SAMPLE

Owner, such review, advice, and assistance as required in each instance shall be accomplished within a reasonable time.

2.5.14 Have authority to reject construction Work, with concurrence of Owner, which does not conform to the Contract Documents. Design Professional shall recommend in writing to Owner that the Work be stopped whenever in Design Professional's reasonable and professional opinion it may be necessary for the proper performance of the Construction Documents.

2.5.15 Make recommendations to Owner on all claims of Construction Manager relating to the execution and progress of the Work and on all matters or questions related thereto. Such recommendations shall be prepared and forwarded in writing to Owner within fifteen (15) calendar days of the date of the written notification by Construction Manager of such claim.

2.5.16 Arrange and conduct inspections, in coordination with Owner and Construction Manager, to determine construction deficiencies to be corrected by Construction Manager and to determine the dates of Substantial Completion, beneficial occupancy (in whole or parts thereof) and Final Completion, as such terms shall be defined in the Contract Documents, and advise in writing to Owner as to the acceptability of the Work performed by Construction Manager. Design Professional shall observe and evaluate the performance tests of equipment and systems tests required by the Contract Documents.

2.5.17 Assist Owner in fulfilling the requirements of the appropriate authorities and granting agencies relative to disbursements made under the Contract Documents for the Project and to periodic progress reports required to be submitted to these authorities and/or agencies for the Project.

2.5.18 Advise in writing and consult Owner on all significant matters related to performance under the Contract Documents.

2.5.19 Within thirty (30) calendar days following Final Completion, furnish to Owner one (1) complete full-size set of prints of the Project Drawings, which have been corrected to include all construction "as-built" which was different from the original Contract Documents as reported by Construction Manager or as known by Design Professional. Design Professional shall also furnish complete electronic files of record Drawings using the most current release of AutoCAD software or other software approved by Owner and also .pdf full-size format. Prior to submitting the final Record Documents, Design Professional shall furnish one complete check set of revised Project Drawings for Owner review.

2.6 Other Responsibilities

2.6.1 Design Professional shall make recommendations to Owner as to the approval or disapproval of Construction Manager's requests for payments.

2.6.2 Design Professional shall participate with Owner and Construction Manager in the final construction inspection and prepare the punch list for Owner and Construction Manager.

2.6.3 Design Professional shall assist Construction Manager as otherwise may be required.

SAMPLE

2.6.4 Design Professional shall provide and submit Drawings and applications to the USGBC for compliance review to obtain a minimum silver rating in accordance with the USGBC LEED rating system; provided, that this section shall not apply if the Project is not a LEED Project.

2.7 Additional Services

The following services of Design Professional, when authorized by Owner in writing, shall be paid for by Owner in Accordance with the compensation provisions herein and the Agreement:

2.7.1 Providing professional Services made necessary by the default of Construction Manager in performance of the Work under the Contract Documents.

2.7.2 Providing construction contract administration after the latest extended construction contract time has been exceeded by more than ten percent (10%) through no fault of Design Professional.

2.7.3 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction.

2.7.4 Preparing supporting data and other service in connection with Change Orders if the change is not the fault or negligence of Design Professional and if contract sum is not commensurate with the services required of Design Professional.

3. Project Budget

3.1 The Project Budget is determined by Owner and includes all costs for design, construction, and related management costs and shall not exceed {Word} and No/100 Dollars (${Numeral}.00) except as provided herein. **This Budget is subject to revision.**

3.1.1 The Construction Cost Limitation for the Project is {Word} and No/100 Dollars (${Numeral}.00) extended to the time of competitive bidding.

3.1.2 The Alternate amount allowed for the Project is {Word} and No/100 Dollars (${Numeral}.00) extended to the time of competitive bidding.

3.1.3 The Project Budget is apportioned as described below including any applicable expense or fee multipliers:

Construction Cost Limitation ..... **$**{Numeral}
Alternates..... **$**{Numeral}
Design Professional Basic Fee ..... ${Numeral}
Additional Services
IT, AV, and Security System……..... ${Numeral}
LEED Administration..... ${Numeral}
Civil ..... ${Numeral}
Total Design Professional Fee..... ${Numeral}
Reimbursable Expenses ..... ${Numeral}

TOTAL FEE AND REIMBURSABLE EXPENSES **$**{Numeral}

SAMPLE

4. Compensation and Payment

4.1 Compensation

4.1.1 Owner shall pay Design Professional for performance of this Agreement, subject to additions and deductions provided herein, the sum of {Word} and No/100 Dollars (${Numeral}.00), in periodic progress payments as hereinafter provided.

4.1.2 Design Professional shall be reimbursed for actual expenses incurred in deliveries and travel not to exceed a maximum reimbursement amount of {Word} and No/100 Dollars (${Numeral}.00). Professional reimbursable expenses must be approved and agreed to by Owner prior to incurring same, for the following incidental expenses after submission of a request for payment of same with supporting documentation of expenses that are approved by Owner:

a. Reproduction of deliverables in excess of those enumerated in the Professional Services Agreement.
b. Fees for special consultants, as authorized and approved in advance by Owner for other than structural, mechanical, and electrical engineering services, and estimating services; or other services specifically agreed to in writing or included herein.
c. Fees for expenditures for printing and printing supplies; plotting; photography; renderings; postage; delivery and handling materials at actual expense incurred.
d. Reimbursement for travel expenditures at State of Texas reimbursement rates; provided further that no reimbursement will be made for travel within the Denton-Dallas-Fort Worth area or that involve less than 150 miles round-trip.

4.1.3 For Professional's Additional Services as described in the Agreement, a fee will be computed per Exhibit B, Personnel Titles and Hourly Labor Rate Schedule.

4.2 Payment

4.2.1 Payments on account of Design Professional's Services shall be made monthly in proportion to the Services performed, to increase to the following maximum percentages at the completion of each of the phases of Design Work. The following cumulative payment percentages shall apply:

Schematic Design Phase 15%
Design Development Phase 35%
Construction Documents Phase 65%
Bidding Phase (Award of Construction Agreement) 70%
Construction Phase through acceptance by Owner (monthly payments in increments based on progress to completion) 95%
Receipt of record drawing files, reproducible, and CD/ROM……...100%

4.2.2 No deductions will be made from Design Professional's compensation on account of penalty, liquidated damages, or other contractual retainage withheld from payments to Construction Manager.

SAMPLE

Rev. 2/26

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>*meets or exceeds*</u> 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 <u>*does not meet or exceed*</u> 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

Rev. 2/26

HUB Subcontracting Plan (HSP)

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

The statewide HUB utilization goals are qualitative, with the goal of increasing participation of service-disabled veteran businesses in state purchasing and contracts.

UNTS | UNT| UNT Health | UNTD FY2026 UNTS VetHUB Goals
Heavy construction other than building contracts, 0.00%
Building construction, including general contractors and operative builders contracts, 3.70%
Special trade construction contracts, 6.01%
Professional services contracts, 3.25%
Other services contracts, 3.17%
Commodities contracts, 2.46%

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

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

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

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

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

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

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

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

☐ **Yes** (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

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

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

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

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

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

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

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

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/26

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

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION A 2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/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 all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/26

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

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

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

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

☐ - Yes (If *Yes*, continue to SECTION B-4.)

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

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB 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 Effort - Method B (Attachment B) Cont.

Rev. 2/26

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

SECTION B 4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

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

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

Rev. 2/26

HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves disabled veterans.

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

SECTION A: PRIME CONTRACTOR'S INFORMATION

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, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves disabled veterans.

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Reset Print

UNIFORM GENERAL CONDITIONS
FOR CONSTRUCTION AND DESIGN CONTRACTS
2022, AMENDED MARCH 2026

Table of Contents

Article 1. Definitions **1**

Article 2. Wage Rates and Other Laws Governing Construction **6**

2.1 Environmental Regulations *6*

2.2 Wage Rates. *7*

2.2.1 Notification to Workers 7

2.2.2 Penalty for Violation. 8

2.2.3 Complaints of Violations 8

2.3 Licensing of Trades. *9*

2.4 Royalties, Patents, and Copyrights. *9*

2.5 State Sales and Use Taxes. *9*

2.6 Antiquities. *9*

2.7 Franchise Tax Status. *10*

Article 3. General Responsibilities of Owner **10**

3.1 Preconstruction Conference *10*

3.2 Owner's Construction Manager (OCM) *10*

3.2.1 Point of Contact 10

3.2.2 Directives 10

3.3 Owner Supplied Materials and Information. *10*

3.3.1 Surveys 10

3.3.2 Drawings and Specifications 10

3.3.3 Other Information 10

3.4 Availability of Lands *10*

3.5 Limitation on Owner's Duties. *11*

3.5.1 No Control 11

3.5.2 No Contravention of Design Professional 11

Article 4. General Responsibilities of DESIGN PROFESSIONAL **11**

4.1 Role of Design Professional. *11*

4.2 Site Visits. *11*

4.3 Inspections. *11*

4.4 Clarifications and Interpretations *11*

4.5 Limitations on Design Professional Authority. Design Professional is not responsible for: *12*

Article 5. General Responsibilities of Contractor **12**

5.1 Contractor's General Responsibilities *12*

5.2 Project Administration *12*

5.2.1 Contractor's Management Personnel 13

5.2.2 Labor 13

5.2.3 Services, Materials, and Equipment 13

5.2.4 No Substitutions without Approval 13

5.3 Owner Equipment or Material *13*

5.4 Non-Compliant Work *13*

5.5 Subcontractors *13*

5.5.1 Contract Documents 14

5.5.2 Scheduling 14

5.6 Continuing the Work *14*

5.7 Cleaning *14*

5.8 Acts and Omissions of Contractor, its Subcontractors, and Employees *14*

5.9 Ancillary Areas *14*

5.10 Off-Site Storage *15*

5.11 Separate Contracts *15*

5.11.1 Continuation of Contract 15

5.11.2 Cooperation 16

5.11.3 Reimbursement 16

Article 6. Historically Underutilized Business (HUB) Subcontracting Plan 16

6.1 General Description. *16*

6.1.1 Good Faith Effort. 16

6.2 Compliance with Approved HUB Subcontracting Plan *16*

6.3 Failure to Demonstrate Good-Faith Effort *17*

Article 7. Bonds 17

7.1 Construction Bonds *17*

7.2 Bond Requirements *17*

7.2.1 Performance Bonds 17

7.2.2 Payment Bonds 18

7.2.3 When Bonds Are Due 18

7.2.4 Power of Attorney 18

7.3 Bond Indemnification *18*

7.3.1 Furnishing Bond Information 18

7.3.2 Claims on Payment Bonds 18

7.4 Payment of Claims when Payment Bond is Not Required *18*

7.5 Sureties *18*

7.6 Bond Costs *19*

Article 8. Indemnity and Insurance **19**

8.1 Indemnification of Owner. *19*

8.1.1 **No Third-Party Beneficiaries** 19

8.1.2 **Notice** 19

8.2 Insurance Requirements *20*

8.2.1 Period of Coverage 20

8.2.2 Certificates 20

8.2.3 Failure to Provide Certificates 20

8.2.4 Contractor's Liability 20

8.2.5 Insurance Limits 20

8.2.6 Insurers 20

8.3 Insurance Coverage Required. *20*

8.3.1 Workers' Compensation Insurance 20

8.3.2 Commercial General Liability Insurance 21

8.3.3 Asbestos Abatement Liability Insurance 21

8.3.4 Comprehensive Automobile Liability Insurance 22

8.3.5 All-Risk Builder's Risk Insurance 22

8.3.6 "Umbrella" Liability Insurance 23

8.4 Policy Requirements. *23*

8.5 Subcontractor Insurance Coverage *23*

Article 9 ..... **24**

CONSTRUCTION DOCUMENTS, COORDINATION DOCUMENTS, AND RECORD DOCUMENTS *24*

9.1 Drawings and Specifications *24*

9.1.1 Copies Furnished 24

9.1.2 Ownership of Drawings and Specifications 24

9.2 Interrelation of Documents *24*

9.3 Resolution of Conflicts in Documents *24*

9.4 Contractor's Duty to Review Contract Documents *25*

9.5 Discrepancies and Omissions in Drawings and Specifications *25*

9.5.1 Design-Build Firm 25

9.5.2 Construction Manager-at-Risk Examination and Reporting 25

9.5.3 Other Limitations 25

9.6 No Warranty or Representation by Owner *25*

9.7 Requirements for Record Documents. *26*

9.7.1 Contractor shall 26

9.7.2 Design Professional shall 26

Article 10. Construction Safety 27

10.1 General 27
10.1.1 Site Visits 27

10.2 Notices 27
10.2.1 Utilities and Adjacent Properties 27
10.2.2 Safety Data Sheets 27

10.3 Emergencies 28
10.3.1 On Call Response 28
10.3.2 Notice 28
10.3.3 Owner Remedy 28

10.4 Injuries 28
10.4.1 Documentation 28
10.4.2 Incident Report 28

10.5 Environmental Safety 28
10.5.1 Subcontractors. 29
10.5.2 Owner 29

10.6 Trenching Plan 29
10.6.1 OSHA Regulations 29
10.6.2 Texas State Law 29
10.6.3 Contractor Responsibility 30

10.7 Crane Safety 30

10.8 Unmanned Aircraft System (UAS) Usage 30

10.9 Fire Protection Procedures 30

10.10 Smoke and Tobacco Free Campus 31

Article 11. Quality Control 31

11.1 Materials & Workmanship 31

11.2 Testing 31
11.2.1 Owner 31
11.2.2 Contractor 31
11.2.3 Standards 31
11.2.4 Non-Compliance (Test Results) 32
11.2.5 Notice of Testing 32
11.2.6 Test Samples 32
11.2.7 Covering Up Work 32

11.3 Submittals 32
11.3.1 Contractor's Submittals. 32
11.3.2 Review of Submittals 33
11.3.3 Correction and Resubmission 34
11.3.4 Limits on Shop Drawing Review 34

11.3.5 No Substitutions without Approval 34
11.3.6 Unauthorized Substitutions at Contractor's Risk. 35

11.4 Field Mock-up *35*
11.4.1 Minimum 35
11.4.2 No Incorporation Unless Approved 35
11.4.3 Schedule 35

11.5 Inspection During Construction *35*
11.5.1 Corrected Work. 36
11.5.2 Owner's Self Help 36
11.5.3 Notice 36

Article 12. Construction Schedules 36

12.1 Contract Time *36*

12.2 Notice to Proceed *36*

12.3 Work Progress Schedule *36*
12.3.1 Work Progress Schedule Updates 37
12.3.2 Use of Work Progress Schedules 37

12.4 Ownership of Float *38*

12.5 Completion of Work *38*
12.5.1 Owner's Self Help 38
12.5.2 Requirement to Regain Schedule 38
12.5.3 Recovery Schedule 38
12.5.4 Owner's Notice Not Acceleration 39

12.6 Modification of the Contract Time *39*
12.6.1 Extension Request 39
12.6.2 Weather Days 39
12.6.3 Excusable Delay 39

12.7 No Damages for Weather Days *40*

12.8 Costs for Excusable Delay *40*

12.9 No Damages for Other Delay *40*

12.10 Concurrent Delay *40*

12.11 Time Extension Requests for Changes to the Work or Excusable Delay *40*
12.11.1 Content of Request 41
12.11.2 No Release 41
12.11.3 Longest Path Analysis 41
12.11.4 Owner Response 41

12.12 Failure to Complete Work in the Contract Time *42*

12.13 Liquidated Damages *42*
12.13.1 Reasonable Estimate 42
12.13.2 Offset 42

12.13.3 No Waiver 42

Article 13. Payments 43

13.1 Job Order Contracts 43

13.2 Schedule of Values (utilized in Construction-Manager-at-Risk and General Construction Agreement) ... 43
13.2.1 Requirements 43

13.3 Progress Payments 43
13.3.1 Preliminary Pay Worksheet. 44
13.3.2 Contractor's Application for Payment 45
13.3.3 Certification by Design Professional 45

13.4 Owner's Duty to Pay 45
13.4.1 Stored Materials 45
13.4.2 Retainage 45
13.4.3 Price Reduction to Cover Loss 46
13.4.4 Title 46
13.4.5 Contracts with No Payment Bond 47
13.4.6 No Release 47
13.4.7 Documentation. 47

13.5 Time for Payment by Contractor 47

Article 14. Changes 47

14.1 Change Orders 47
14.1.1 Owner Ordered Changes 47
14.1.2 Corrections. 48

14.2 Lump Sum Change Order Request 48
14.2.1 Self-Performed Labor 48
14.2.2 Overhead and Profit 49
14.2.3 Labor Burden 49
14.2.4 Material 49
14.2.5 Equipment 50
14.2.6 Self-Performed Work 50
14.2.7 Work Performed by Subcontractors 50
14.2.8 GMP Limitation 50
14.2.9 No Markup on Bonds and Liability Insurance Costs 51
14.2.10 Direct and Indirect Costs Covered by Markup Percentages 51
14.2.11 Deduct Change Orders and Net Deduct Changes 51
14.2.12 Contingency 51

14.3 Unit Price Change Order Requests 51

14.3 Cost Plus Change Order Requests 51

14.4 Job Order Unit Prices 52

14.5 Claims for Additional Costs. 52

14.5.0 Claim with no Requested Change 52
14.5.1 Miscellaneous Claims....52
14.5.2 Failure to Notify 52
14.6 Minor Changes....52
14.7 Concealed Site Conditions 53
14.8 Extension of Time....53
14.9 Administration of Change Order Requests 53
14.9.1 Procedures. 53
14.9.2 Routine Changes....53
14.9.3 Documentation 53
14.9.4 Emergencies 54
14.9.5 Coordination with Schedule of Values....54
14.10 Construction Change Directive (CCD)....54
14.11 Audit of Changes....54
Article 15. Project Completion and Acceptance 54
15.1 Closing Inspections. 54
15.1.1 Purpose of Inspection 54
15.1.2 Annotation....54
15.1.3 Substantial Completion Inspection....54
15.1.4 Final Inspection 55
15.1.5 Additional Inspections.....56
15.1.6 Phased Completion.....56
15.2 Owner's Right of Occupancy 57
15.3 Acceptance and Payment. 57
15.3.1 Request for Final Payment 57
15.3.2 Final Payment Documentation 57
15.3.3 Design Professional Approval....57
15.3.4 Offsets and Deductions....57
15.3.5 Final Payment Due 58
15.3.6 Effect of Final Payment 58
15.3.7 Waiver of Claims....58
15.3.8 Effect on Warranty 58
Article 16. Warranty and Guarantee 58
16.1 Contractor's General Warranty and Guarantee....58
16.1.1 Warranty Period 59
16.1.2 Limits on Warranty 59
16.1.3 Events Not Affecting Warranty....59
16.2 Separate Warranties....59
16.2.1 Assumption....60

16.2.2 Assignment 60
16.3 Correction of Defects *60*
16.4 Certification of No Asbestos Containing Materials or Work *60*
16.5 Compliance with Acts *60*
Article 17. Suspension and Termination **61**
17.1 Suspension of Work for Cause *61*
17.1.1 Cease Work 61
17.1.2 Investigation 61
17.1.3 Outcome 61
17.1.4 Time 61
17.2 Suspension of Work for Owner's Convenience *61*
17.3 Termination by Owner for Cause. *61*
17.3.1 Cause 61
17.3.2 No Waiver 62
17.3.3 Notice 62
17.3.4 Cure 62
17.3.5 Failure to Cure 62
17.3.6 Conversion to Termination for Convenience 63
17.4 Termination for Convenience of Owner *63*
17.4.1 Notice 63
17.4.2 Contractor Action 63
17.4.3 Contractor Remedy 63
17.5 Termination by Contractor *64*
17.6 Settlement on Termination *64*
Article 18. Dispute Resolution **64**
18.1 Contracts Less Than $250,000 ..... *64*
18.2 Contracts $250,000 or Greater *64*
18.2.1 Mediation 64
18.3 Owner Retained Rights *66*
18.4 No Waiver *66*
18.5 No Attorney's Fees *66*
18.6 Interest *66*
Article 19. Miscellaneous **66**
19.1 Right to Audit *66*
19.2 Records and Inspection *66*
19.2.1 Deliverables 67

19.2.2 Plans and Specifications 67
19.2.3 Ethics Expectations 67
19.2.4 Change Order Pricing 67
19.2.5 Invoice Accuracy 67
19.2.6 Claims 67
19.3 Audit of Subcontractor 67
19.4 Overpricing or Overcharges 67
19.5 Documentation Requirements 67
19.6 Supplementary or Special Conditions 68
19.6.1 Supplementary Conditions 68
19.6.2 Special Conditions 69
19.7 Federally Funded Projects 69
19.8 Internet-based Project Management Systems 69
19.8.1 Accessibility and Administration 69
19.8.2 Training. When used, Owner shall provide training to the Project team members 69
19.9 Computation of Time 69
19.10 Survival of Obligations 69
19.11 No Waiver of Performance 69
19.12 Governing Law and Venue 70
19.13 Captions and Catch Lines 70
19.14 Independent Contractor Status. 70
19.15 No Third-Party Beneficiaries 70
19.16 Child Support Obligor. 70
19.17 Buy America Requirements for Iron and Steel Used in Construction 70
19.18 Executive Order No. GA-48 (2024).. 70
19.19 No Assignment. 70
19.20 Severability. 71
19.21 Parties Bound.. 71
19.22 Public Information. 71
19.23 Business Ethics Expectations 71
19.23.1 Contractor 71
19.23.2 Reasonable Action 71
19.23.3 Gifts and Other Considerations 71
19.23.4 Subcontractors 71
19.23.5 Other Jobs 71
19.23.6 Owner Notification 71
19.23.7 Subcontractor Contracts 72

19.23.8 Interviews and Audits 72

19.24 Entire Agreement. *72*

UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION AND DESIGN CONTRACTS 2024

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.1.6 Pursuant to Tex. Labor Code § 214.008, Misclassification of Workers; Penalty, Owner requires Contractor and all subcontractors properly classify individuals as employees or independent contractors.

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

2.2.3 Complaints of Violations.

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

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

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

format; and copies of any and all Contract Documents between Contractor and any Subcontractors.

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

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

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

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

2.6 Antiquities. Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the OCM and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on the Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor's cost of, or time required for, performance of the Work, Contractor may notify the Owner in accordance with Article 14.

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

ARTICLE 3.
GENERAL RESPONSIBILITIES OF OWNER

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

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

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

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

3.3 Owner Supplied Materials and Information.

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

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

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

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

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

3.5 Limitation on Owner's Duties.

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

ARTICLE 4.
GENERAL RESPONSIBILITIES OF DESIGN PROFESSIONAL

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

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

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

4.4 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Such clarifications or interpretations will be provided by Design Professional consistent with the intent of the Contract Documents. Design Professional will issue these clarifications with reasonable promptness to Contractor as Design Professional's supplemental instruction ("ASI") or similar instrument. If Contractor believes that such

clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 14.

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

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

ARTICLE 5.
GENERAL RESPONSIBILITIES OF CONTRACTOR

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

5.1.1 Site Visit. Contractor shall visit the Site before commencing the Work and become familiar with local conditions such as the location, accessibility and general character of the Site and/or building. 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 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of Design Professional and OCM in accordance with these Uniform General Conditions and other provisions of the Contract, and as outlined in the pre-construction conference. Contractor's Project Administration includes periodic daily reporting on weather, work progress, labor, materials, equipment, obstruction to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

- All Contractor operations, including storage of materials and employee parking upon the Site of Work, shall be confined to areas designated by OCM.
- Contractor may erect, at its own expense, temporary buildings that will remain its property. Contractor will remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.
- Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by OCM. Contractor will not allow load limits of

vehicles to exceed the limits prescribed by appropriate regulations or law. Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures, and other like existing improvements to prevent damage and will repair any damage thereto at the expense of Contractor.

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

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

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

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

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

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

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

ARTICLE 6.
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

6.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.284.

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

- Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.
- Conduct the good-faith effort activities required, and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.
- Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.

- Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.
- Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.
- Submit monthly Progress Assessment Reports (PAR) to Owner, verifying compliance with the HUB subcontracting plan, including the use/expenditures made 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 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

ARTICLE 7.
BONDS

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

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

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

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

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

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

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

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

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

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

7.5 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), 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 Bond Costs. The costs of bonds are a pass-through amount to the Owner. No markup amounts are to be included and documentation of bond costs are required in requests for payment. Any costs associated with subcontractor bonds or SubGuard-related items are not paid by the Owner in General Conditions or Cost of Work. No retainage is to be withheld with respect to the cost of the required bonds.

ARTICLE 8.
INDEMNITY AND INSURANCE

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

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

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

8.1.3 The indemnity provisions shall survive the termination of the Contract regardless of the reason for termination.

8.2 Insurance Requirements. Design Professional shall carry insurance in the types and amounts indicated in the Contract for the duration of the Contract. Unless otherwise provide for in the Contract, Contractor shall carry insurance in the types and amounts indicated in these Uniform General Conditions for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Upon request, Owner and its agents shall be entitled to receive, without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

8.2.1 Period of Coverage. Contractor, consistent with its status as an independent contractor, shall provide and maintain all insurance coverages with the minimum amounts described below until the end of the warranty period unless expressly agreed otherwise. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 17.

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

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

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

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

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

8.3 Insurance Coverage Required.

8.3.1 Workers' Compensation Insurance. Coverage with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, and Employer's Liability Insurance 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 Commercial General Liability Insurance. Coverage including premises, operations, independent contractor's liability, products, and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage with a minimum limit of:

- $1,000,000 per occurrence;
- $2,000,000 general aggregate;
- $5,000 Medical Expense each person;
- $1,000,000 Personal Injury and Advertising Liability;
- $2,000,000 products and completed operations aggregate;
- $50,000 Damage to Premises Rented by You; and
- Coverage shall be on an "occurrence" basis.
- The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.
- If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

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

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

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

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

- Such insurance is to include coverage for loading and unloading hazards.
- Contractor, or any subcontractor of Contractor, responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include an MCS 90 endorsement with a $5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

8.3.5 All-Risk Builder's Risk Insurance. Coverage shall be all-risk (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment), including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

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

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

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

Contract Amount	Occurrence	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 EMPLOYEES. CONTRACTOR SHALL OBTAIN AND MONITOR THE 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 Drawings and Specifications.

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

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

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

9.3 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders or other written, signed amendments or addenda; (b) the Contract; (c) Uniform General Conditions; (d)

Drawings; (e) Specifications (but Specifications shall control over Drawings as to quality of materials); and (f) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify Design Professional and Owner for resolution of the issue prior to executing the Work in question.

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

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

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

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

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

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

implied warranty that the Construction Documents are adequate, accurate, or suitable for their intended use.

9.7 Requirements for Record Documents.

9.7.1 Contractor shall:

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

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

9.7.1.3 Keep current and maintain the record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order, or otherwise. Make available all records prescribed herein for reference and examination by Owner and Design Professional, and their representatives and agents.

9.7.1.4 Be responsible for marking the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. During construction, update the Record Documents, including all related RFI's, ASI's CCD's, and CO's, at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.

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

9.7.2 Design Professional shall:

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

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

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

ARTICLE 10.
CONSTRUCTION SAFETY

10.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce, and comply with all requirements of Public Law No. 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a 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 Site Visits. 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 Notices. Contractor shall provide notices as follows:

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

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

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

10.3.2 Notice.

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

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

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

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

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

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

10.5 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall

immediately stop work activities impacted by the discovery, secure the affected area, and notify OCM immediately.

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

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

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

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

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

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 Texas State Law: 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 Contractor Responsibility: 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 Unmanned Aircraft System (UAS) Usage. 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 Smoke and Tobacco Free Campus. 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 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.

11.2 Testing.

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

11.2.2 Contractor. Contractor shall provide the following testing:

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

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

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

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

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

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

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

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

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

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

11.2.4.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.

11.2.4.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which OCM determines appropriate, including complete removal and replacement of noncompliant work or material.

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

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

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

11.3 Submittals.

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

11.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice to Proceed with construction, submit to OCM and Design Professional, a

submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by Design Professional and Owner. The list shall include Shop Drawings, manufacturer literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

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

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

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

11.3.2 Review of Submittals. Design Professional and OCM review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval

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

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

11.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 11.3.2. 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 Unauthorized Substitutions at Contractor's Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

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

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

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

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

11.5 Inspection During Construction. Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner or Design Professional and their agents. Contractor shall not

cover up any Work with finishing materials or other building components prior to providing Owner and Design Professional and their agents an opportunity to perform an inspection of the Work.

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

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

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

ARTICLE 12.
CONSTRUCTION SCHEDULES

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

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

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

(WPS). Contractor shall coordinate and integrate the Work Progress Schedule with the services and activities of Owner, Contractor, Design Professional, other consultants/suppliers, subcontractors and the requirements of governmental entities.

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

12.3.1 Work Progress Schedule Updates.

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

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

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

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

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

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

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

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

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

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

12.5 Completion of Work. Contractor is responsible and accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

12.5.1 Owner's Self Help. Should Contractor be unable to complete portion of Work, Owner may hire separate Contractor to complete these items. The cost to complete this Work will be charged back to Contractor.

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

12.5.2.1 An increase in working forces.

12.5.2.2 An increase in equipment or tools.

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

12.5.2.4 Expedited delivery of materials.

12.5.2.5 Other action proposed if acceptable to Owner.

12.5.3 Recovery Schedule. Within ten (10) days after such notice, Contractor shall notify OCM in writing of the specific measures taken and/or plan to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Work. Should Owner deem the plan of action inadequate, Contractor

shall take additional steps or make adjustments as necessary to its plan of action until it meets with Owner's approval.

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

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

12.6.1 Extension Request. When a delay is an Excusable Delay, 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 No Damages for Weather Days. An extension of Contract Time shall be the sole remedy of Contractor for delays in performance of the Work due to Weather Days, and Contractor shall not be entitled to any compensation or recovery of any direct or indirect costs or damages.

12.8 Costs for Excusable Delay. In the event that Contractor incurs additional direct costs because of an Excusable Delay (other than described in Subsection 12.6.3.4) within the reasonable control of Owner, in addition to an extension of Contract Time the Contract Sum will be equitably adjusted by Owner pursuant to the provisions of Article 14.

12.9 No Damages for Other Delay. Except for direct costs for Excusable Delay as provided above, Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, whether or not such delays are foreseeable, except for delays caused solely by acts of Owner that constitute intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such interference. For delays caused by any act other than the sole intentional interference of Owner that continues after notice, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, direct and indirect costs, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages. Owner's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of Owner's exercise of such rights or remedies.

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

12.11 Time Extension Requests for Changes to the Work or Excusable Delay. Extensions to Contract Time requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. If Contractor believes that the

completion of the Work is delayed by Excusable Delay, Contractor shall give OCM written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the Excusable Delay. Contractor shall provide sufficient written evidence to document the Excusable Delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time should be made in numbers of whole or half days.

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

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

12.11.3 Longest Path Analysis. Contractor shall provide with each time extension request a quantitative demonstration of the impact of the delay on completion of the Work and Contract Time, based on the Work Progress Schedule. Contractor shall include with time extension requests a reasonably detailed narrative setting forth:

12.11.3.1 The nature of the delay and its cause due to a change in the Work or an Excusable Delay and the basis of Contractor's claim of entitlement to an extension of Contract Time.

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

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

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

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

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

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

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

Project Cost		Liquidated Damages
From	To	Per Day
	< $ 1,000,000	$ 250
$ 1,000,000	< $ 25,000,000	$ 1,000
$ 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 Job Order Contracts. Contractor shall submit to OCM pricing based on the **regional** RS Means or Gordian Group pricing. The Job Order may be a fixed price, lump-sum contract based on unit pricing applied to estimated quantities or unit price order based on the quantities and line items delivered and the coefficient applied to the work items.

13.2 Schedule of Values (utilized in 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.

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

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

13.3 Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by Owner or its designee of a correct and complete Pay

Application in electronic and/or hard copy format as required by the Contract Documents, and certified by Design Professional. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

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

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

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

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

13.4 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by OCM of: (a) a complete Application for Payment certified by Design Professional; and (b) Contractor's updated Work Progress Schedule.

13.4.1 Stored Materials. Payment for stored materials and/or equipment confirmed by Owner and Design Professional to be on-site or otherwise properly stored is limited to the invoice price less the retainage of the scheduled value for the materials or equipment.

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

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

13.4.3.1 Defective or incomplete Work not remedied;

13.4.3.2 Damage to Work of a separate Contractor;

13.4.3.3 Failure to maintain scheduled progress;

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

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

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

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

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

13.4.4 Title.

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

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

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

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

13.4.7 Documentation.

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

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

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

13.5 Time for Payment by Contractor: Pursuant to Tex. Gov't Code § 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 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and Design Professional, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with 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 Lump Sum Change Order Request. 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 Self-Performed Labor. 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 but are not limited to the following:

- insurance beyond the scope of Article 8
- field and office supervisors and assistants, including safety personnel
- scheduling personnel
- use of small tools
- incidental job burdens
- general home office expenses
- PP&E
- general operating software
- and other consumables

No separate allowance will be made.

14.2.3 Labor Burden. 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.) Upon written request, Contractor shall provide to Owner the labor burden to be substantiated to a level and detail acceptable to Owner.

14.2.3.1 Non-Reimbursable Labor Burden. Employee Stock Ownership Plan (ESOP) related to fringe benefit costs, and bonuses or other incentive programs, are specifically considered non-reimbursable labor burden and are considered covered by the allowable change order markups to cover overhead and profit.

14.2.4 Material. 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. Contractors are required to have a log tracking aggregate equipment billing against fair market value. Equipment numbers or similar equipment identifiers should be included to track individual pieces of equipment. The log shall be provided to Owner monthly with the payment application.

14.2.6 Self-Performed Work. For Work performed by its forces, non-GMP Contractors 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 non-GMP Contractors 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 Construction Services Fee on any Change Order Work unless the Change Order increases the GMP. If the GMP increases the Construction-Manager-at-Risk or Design Builder will be allowed additional Construction Services Fee only 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 Direct and Indirect Costs Covered by Markup Percentages. 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 Deduct Change Orders and Net Deduct Changes. 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 Contingency. 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 Unit Price Change Order Requests. 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 Job Order Unit Prices. 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.

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

14.5.1 Miscellaneous Claims. If Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation of the Contract Documents; (2) any order by Owner to stop the Work pursuant to Article 17 where Contractor was not at fault; or (3) any written order for a minor change in the Work issued pursuant to Section 14.6, Contractor shall make such claim as provided in Section 14.5.1.

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

14.6 Minor Changes. Design Professional, with concurrence of OCM, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be 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 Extension of Time. All changes to the Contract Time made as a consequence of requests as required in the UGC's, must be documented by Change Order.

14.9 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.

14.9.1 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 Documentation. All proposed costs or time for Change Order Work must be supported by itemized accounting of material, equipment, and associated itemized installation costs in sufficient detail following the outline and organization of the established Schedule of Values, and be supported by documented impact to critical path activities, to permit

analysis by Design Professional and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

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

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

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

ARTICLE 15.
PROJECT COMPLETION AND ACCEPTANCE

15.1 Closing Inspections.

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

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

15.1.3 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify OCM in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this

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

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

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

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

establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

15.1.5 Additional Inspections.

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

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

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

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

which the last element or part of the Work completed receives a Final Completion certificate.

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

15.3 Acceptance and Payment.

15.3.1 Request for Final Payment. Following the certified completion of all Work, including all final Punch list items, cleanup, and the delivery of Record Documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to Design Professional and OCM for review and approval.

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

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

15.3.4 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of 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 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

15.3.6 Effect of Final Payment. Final Payment shall not constitute a waiver of claims by Owner relating to the condition of the Work including those arising from:

15.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);

15.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;

15.3.6.3 Terms of any warranties required by the Contract, or implied by law; or

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

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

15.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

ARTICLE 16.
WARRANTY AND GUARANTEE

16.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation, or lack thereof, by Owner, Design Professional, or others, by making any progress payment or final payment, by the

use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.

16.1.1 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair at no cost to Owner, all defects in materials, equipment, or workmanship appearing within one (1) year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, the warranty period for that particular Work begins on the date of Substantial Completion of that phase, or as otherwise stipulated on the Certificate of Substantial Completion for that particular Work.

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

16.1.2.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.

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

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

16.1.3.1 Observations, or lack thereof, by Owner and/or Design Professional;

16.1.3.2 Recommendation to pay any progress or final payment by Design Professional;

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

16.1.3.4 Use or occupancy of the Project or any part thereof by Owner;

16.1.3.5 Any acceptance by Owner or any failure to do so;

16.1.3.6 Any review by Owner of a Shop Drawing or sample submittal; or

16.1.3.7 Any inspection, test or approval by others.

16.2 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial

Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. Contractor shall assume any duty to repair not otherwise covered by those warranty agreements. Owner will certify the date of service commencement in the Substantial Completion certificate.

16.2.1 Assumption. In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems, and equipment.

16.2.2 Assignment. Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

16.3 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.

16.4 Certification of No Asbestos Containing Materials or Work. Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment. Contractor shall insure that Texas Department of State Health Services licensed individual, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

16.5 Compliance with Acts. Contractor shall warrant and ensure compliance with the following Acts by Contractor or Contractor's Subcontractors and assigns:

- Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99 (7));
- National Emission Standards for Hazardous Air Pollutants (NESHAP-EPA 40 CFR 61, Subpart M-National Emission Standard for Asbestos); and
- Texas Asbestos Health Protection Rules (TAHPR-Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection)

ARTICLE 17.
SUSPENSION AND TERMINATION

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

17.1.1 Cease Work. Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified.

17.1.2 Investigation. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings. Contractor shall cooperate with Owner's investigation.

17.1.3 Outcome. If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of Contract Time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension shall be considered an Excusable Delay and an extension of Contract Time will be granted through a Change Order.

17.1.4 Time. Suspension of Work under this provision will be no longer than is reasonably necessary to investigate and remedy the conditions giving rise to the suspension.

17.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for its own convenience. When such a suspension prevents Contractor from completing the Work within the Contract Time, it shall be considered an Excusable Delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

17.3 Termination by Owner for Cause.

17.3.1 Cause. Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

17.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

17.3.1.2 Persistent disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, including Owner;

17.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the Contract Time;

17.3.1.4 Failure to remedy defective work;

17.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;

17.3.1.6 Persistent endangerment to the safety of labor or of the Work;

17.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance pursuant to the Contract;

17.3.1.8 Any material breach of the Contract; or

17.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

17.3.2 No Waiver. Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

17.3.3 Notice. Owner may immediately terminate the Contract under the provisions of this Section 17.3 upon written notice to Contractor and Contractor's sureties. Owner may also give notice to Contractor and Contractor's sureties of Owner's intent to terminate the Contract under the provisions of this Section 17.3 at any later date upon written notice to Contractor and its sureties.

17.3.4 Cure. Should Contractor or its surety, after having received notice of Owner's intent to terminate at a later date, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of intent to terminate was based, the notice of intent to terminate may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of Contract Time.

17.3.5 Failure to Cure. Should Contractor or its surety fail, after having received notice of Owner's intent to terminate, to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within the date specified by Owner, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

17.3.5.1 This amount includes the cost of additional Owner costs such as Design Professional services, other consultants, and contract administration.

17.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.

17.3.5.3 This obligation for payment survives the termination of the Contract.

17.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. Owner will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

17.3.6 Conversion to Termination for Convenience. In the event that any termination of the Contract for cause under this Section 17.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience of Owner and Contractor's recovery for termination shall be strictly limited to the payments allowable under Subsection 17.4.3.

17.4 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

17.4.1 Notice. Owner will immediately notify Contractor and Design Professional in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage, or decommissioning of incomplete Work or systems, and for safety.

17.4.2 Contractor Action. Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

17.4.2.1 Stop all work.

17.4.2.2 Place no further subcontracts or orders for materials or services.

17.4.2.3 Terminate all subcontracts for convenience.

17.4.2.4 Cancel all materials and equipment orders as applicable.

17.4.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

17.4.3 Contractor Remedy. When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work completed including the

corresponding pro rata portion of Contractor's overhead and profit. Contractor may not claim lost profits on other work or lost business opportunities.

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

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

ARTICLE 18.
DISPUTE RESOLUTION

18.1 Contracts Less Than $250,000. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by Contractor or Design Professional to attempt to resolve any claim for breach of Contract made by Contractor or Design Professional that is not resolved under procedures described throughout the Uniform General Conditions or any Supplementary or Special Conditions of the Contract, *where the amount in controversy is less than $250,000*.

18.2 Contracts $250,000 or Greater. Contractor or Design Professional and Owner shall use the following dispute resolution process prior to initiating any litigation or filing suit in a court of competent jurisdiction.

18.2.1 Mediation. If a dispute arises out of or relates to the Contract or the breach thereof in which the amount in controversy is $250,000 or greater, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation using the procedures specified in this section prior to the commencement of any legal action. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

18.2.1.1 The party seeking to initiate mediation of a dispute shall give written notice to the other party describing the nature of the dispute, the initiating party's claim for relief and identifying one or more individuals with authority to settle the

dispute on such party's behalf. The party receiving such notice shall have five (5) business days to designate by written notice one or more individuals with authority to settle the dispute on such party's behalf.

18.2.1.2 The parties shall then have ten (10) business days to submit to each other a written list of acceptable qualified mediators not affiliated with any of the parties. The mediator shall possess the qualifications required under Civil Practice and Remedies Code, § 154.052, be subject to the standards and duties prescribed by Civil Practice and Remedies Code, §154.053, and have the qualified immunity prescribed by Civil Practice and Remedies Code, §154.055, if applicable. The parties shall mutually agree on the mediator.

18.2.1.3 In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time to be not later than forty-five (45) days after selection of the mediator.

18.2.1.4 The parties agree to participate in the mediation to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the parties, (ii) by a declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a party to the effect that the mediation process is terminated at the conclusion of one (1) full day's mediation session. Even if the mediation is terminated without a resolution of the dispute, the parties agree not to terminate negotiations and not to commence any legal action or seek other remedies prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any party may commence litigation within such five (5) day period if litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm.

18.2.1.5 The parties shall share the cost of the mediation process equally although each party's attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

18.2.1.6 The entire mediation process is confidential, and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any party, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed to be privileged and shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties.

18.3 Owner Retained Rights. Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

18.4 No Waiver. Except as may be expressly and specifically provided otherwise by Chapter 114, Texas Civil Practice & Remedies Code, nothing herein shall be construed as a waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or the University of North Texas System.

18.5 No Attorney's Fees. In any litigation between Owner and Contractor or Design Professional arising from the Contract or Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless of which is deemed the prevailing party.

18.6 Interest. 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 Change Order Pricing: Compliance with contract provisions regarding the pricing of Change Orders

19.2.5 Invoice Accuracy: Accuracy of Contractor representations regarding the pricing of invoices

19.2.6 Claims: Accuracy of Contractor representations related to claims submitted by the Contractor or any of his payees.

19.3 Audit of Subcontractor: 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 Documentation Requirements: 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	.pdf
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.)	.pdf and Excel
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.)	.pdf

19.6 Supplementary or Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General or Special Conditions as described below:

19.6.1 Supplementary Conditions. Supplementary Conditions may describe the standard procedures and requirements of contract administration. Supplementary Conditions may

expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary Conditions are of such a character that it is to be anticipated that Owner may normally use the same, or similar, conditions to supplement each of its several projects.

19.6.2 Special Conditions. Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.

19.7 Federally Funded Projects. On federally funded projects, Owner may waive, suspend, or modify any provision in these Uniform General Conditions which conflicts with any federal 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 Training. When used, Owner shall provide training to the Project team members.

19.9 Computation of Time. In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.

19.10 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.

19.11 No Waiver of Performance. The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.

19.12 Governing Law and Venue. 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 Captions and Catch Lines. The captions and catch lines used throughout the Uniform General Conditions and elsewhere in the Contract Documents are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.

19.14 Independent Contractor Status. The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party's employees or contractors shall be considered employees, contractors, partners or agents of the other party.

19.15 No Third-Party Beneficiaries. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.

19.16 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 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.

19.18 Executive Order No. GA-48 (2024). Pursuant to Texas Governor's Executive Order No. GA-48 (2024), Contractor hereby represents, certifies, and warrants that Contractor and Contractor's holding companies and subsidiaries (1) are not listed in Section 889 of the 2019 National Defense Authorization Act nor in Section 1260H of the 2021 National Defense Authorization Act and (2) are not owned nor controlled by the government of a country, including any governing or regulatory body, that is identified on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

19.19 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.

19.20 Severability. If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as if the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.

19.21 Parties Bound. Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.

19.22 Public Information. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to Owner in an electronic format.

19.23 Business Ethics Expectations

19.23.1 Contractor: 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.

19.23.2 Reasonable Action: 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.

19.23.3 Gifts and Other Considerations: 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.

19.23.4 Subcontractors: 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.

19.23.5 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.

19.23.6 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.

19.23.7 Subcontractor Contracts: 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.

19.23.8 Interviews and Audits: 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.

19.24 Entire Agreement. 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.