



NOT for Regulatory Approval, Permitting, or Construction.



**PROJECT MANUAL
95% CONSTRUCTION DOCUMENTS (CD)**

FOR

TEXAS DEPARTMENT OF PUBLIC SAFETY

19692 US-59 El Campo, TX 77437

DPS PIERCE OFFICE NEW CONSTRUCTION

TFC Project Number: 25-012-2570

Issue Date: 6/10/2026

Sunland Group

505 E. Huntland Drive, Suite 485, Austin, Texas 78752

Pierce DPS Office
Project Location
TFC Project Number: 25-012-2570



95% Construction Documents
Date TBD
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SUNLAND GROUP

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Austin, Texas 78752
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Architectural Programming
Site Analysis
Architecture Design
Cost Estimation

Pierce DPS Office
Project Location
TFC Project Number: 25-012-2570



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Matrix Design Group

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www.matrixdesigngroup.com

Civil Engineering

Pierce DPS Office
Project Location
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Encotech Engineering

8500 Bluffstone Cove, Suite B-103
Austin, TX 78759
512-643-4433 t

www.EncotechEngineering.com

MEP Engineering
Structural Engineering

Pierce DPS Office
Project Location
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Combs Consulting

1022 River Road, #2
Boerne, TX 78006
210-698-7887 t

www.combs-group.com

Technology & Security



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2025

TEXAS FACILITIES COMMISSION

Uniform General Conditions

Uniform General Conditions for Construction Contracts

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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 modifications 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 Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.
- 1.3 *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.
- 1.4 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Ch. 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Ch. 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Ch. 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
- 1.5 *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.
- 1.6 *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 A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical 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.
- 1.7 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E's knowledge and understanding Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals,

and all other closeout documents required by the Contract Documents.

- 1.8 *Certificate of Substantial Completion* means the certificate executed by the A/E, ODR and Contractor that documents to the best of A/E's and ODR'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.
- 1.9 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, Contractor, and A/E.
- 1.10 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.
- 1.11 *Contract* means the entire agreement between Owner and Contractor, including all of the Contract Documents.
- 1.12 *Contract Date* is the date when the agreement between Owner and Contractor becomes effective.
- 1.13 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between Owner and Contractor. These may include, but are not limited to, Drawings; Specifications; the Uniform General Conditions, Supplementary General Conditions, and Special Conditions; and all pre-bid and/or pre-proposal addenda.
- 1.14 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.15 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.
- 1.16 *Contractor* means the individual, corporation, limited liability company, partnership, 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.
- 1.17 *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.
- 1.18 *Construction Manager-at-Risk*, in accordance with Tex. Gov't Code, Ch. 2166, 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.

- 1.19 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.
- 1.20 *Day* means a calendar day unless otherwise specifically stipulated.
- 1.21 *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; a team, partnership, or legal entity that includes design professionals and a builder. The Design-Build Project delivery shall be implemented in accordance with Tex. Gov't Code § 2166.2531.
- 1.22 *Drawings* mean that product of A/E which graphically depicts the Work.
- 1.23 *Final Completion* means the date determined and certified by A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.24 *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, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.
- 1.25 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code Ch. 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American, an American Woman and/or a Service Disabled Veteran with a Service related disability of 20% or greater; 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.
- 1.26 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.
- 1.27 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by Owner and Contractor to be complete prior to Substantial Completion.
- 1.28 *Owner* means the State of Texas, and any agency of the State of Texas, acting through the responsible entity of the State of Texas identified in the Contract as Owner.
- 1.29 *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. ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 1.30 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.

- 1.31 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).
- 1.32 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.
- 1.33 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch lists indicate 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.
- 1.34 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.
- 1.35 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.
- 1.36 *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.
- 1.37 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.
- 1.38 *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.
- 1.39 *Site* means the geographical area of the location of the Work.
- 1.40 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions and Supplementary General Conditions.
- 1.41 *Specifications* mean the written product of A/E 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.
- 1.42 *Subcontractor* means a business 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.

- 1.43 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 1.44 *Substantial Completion* means the date determined and certified by Contractor, A/E, 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.
- 1.45 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.
- 1.46 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.
- 1.47 *Unilateral Change Order (ULCO)* means a Change Order issued by Owner without the complete agreement of Contractor, as to cost and/or time.
- 1.48 *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.
- 1.49 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions 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, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater 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 not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is to pay any claims for additional compensation made by any Contractor because the 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.

2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2.2.1.1 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.

2.2.1.2 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 Subcontractors. 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.

2.2.1.3 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Ch. 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 ODR of the proposed wage to be paid for the skill along with a justification for same and ODR shall promptly concur with or reject the proposed wage and classification.

2.2.1.4 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.

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

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

prevailing wage schedule.

- 2.2.3 Complaints of Violations.
- 2.2.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Ch. 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 in accordance with Tex. Gov't Code § 2258.023, 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 investigations 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 elects 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 Venue for Suits. Unless mandatory venue is otherwise required by law, the venue for any suit arising from the Contract will be in a court of competent jurisdiction in Travis County, Texas, or as may otherwise be designated in the Supplementary General Conditions within the state of Texas.
- 2.4 Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or 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.
- 2.5 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, but 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 A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.
- 2.6 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, Ch. 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.
- 2.7 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 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. Request for exceptions as provided in the Texas Government Code 2252.203 shall be submitted to and approved by the ODR. Refer to the Special Conditions and/or Supplemental General Conditions for any project-specific requirements.

Article 3. General Responsibilities of Owner and Contractor

- 3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.
- 3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by Owner, Contractor, A/E 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.
- 3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.

- 3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract.
- 3.1.2.2 Directives on behalf of Owner will be conveyed to Contractor and A/E by ODR in writing.
- 3.1.2.3 The Owner will provide, at no cost, a digital/electronic version and the specified number of complete sets of the Drawings, Specifications, and addenda as outlined in the Supplementary General Conditions or Special Conditions.
- 3.1.2.4 The ODR will establish the protocol for planning, scheduling and documenting progress meetings with provisions for absence of various project team members that have a key role in these duties.
- 3.1.3 Owner Supplied Materials and Information.
 - 3.1.3.1 Owner will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.
 - 3.1.3.2 Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.
- 3.1.4 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,
- 3.1.5 Limitation on Owner's Duties.
 - 3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, 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.

- 3.1.5.2 Owner will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.

3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between Owner and Contractor, A/E shall provide general administration services for Owner during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E 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 ODR, upon request.

3.2.1 Site Visits.

- 3.2.1.1 A/E will make visits to the Site at intervals as provided in the A/E's Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to Owner.

- 3.2.1.2 A/E 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.

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by ODR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E'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 11.

3.2.3 Limitations on Architect/Engineer Authority. A/E is not responsible for:

- 3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;
- 3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;

3.2.3.3 Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or

3.2.3.4 Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 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.

3.3.1 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 A/E and ODR in accordance with these general conditions and other provisions of the Contract, and as outlined in the preconstruction conference. Contractor's Project Administration includes periodic daily reporting on weather, work progress, labor, materials, equipment, obstructions to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.

3.3.2 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. The competent persons are subject to the approval of ODR. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Supplementary General Conditions.

3.3.3 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.

3.3.4 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.

3.3.5 Contractor General Responsibility. For Owner furnished equipment or material

that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss. Owner shall deliver to Contractor a complete list and respective values of such materials or equipment and make an equitable adjustment to the contract amount for any increase in cost of Builder's Risk insurance.

- 3.3.6 Non-Compliant Work. Should A/E and/or ODR identify Work as non-compliant with the Contract Documents, A/E and/or ODR shall communicate the finding(s) to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either A/E or ODR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.
- 3.3.7 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. Pursuant to Tex. Gov't Code § 2269.256(b), if the Contractor reviews, evaluates and recommends that the Owner accept a bid or proposal from a Subcontractor but the Owner requires another bid or proposal to be accepted, Owner shall compensate the Contractor by a change in price, time or guaranteed maximum cost for any additional cost or risk the Contractor will incur because of Owner's requirement to select another bid or proposal rather than the one recommended.
- 3.3.7.1 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.
- 3.3.7.2 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 with Contractor. 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.

- 3.3.8 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.
- 3.3.9 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.
- 3.3.10 Acts and Omissions of Contractor, its Subcontractors, and Employees. Contractor shall be responsible for acts and omissions of his employees and all its Subcontractors, their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.
- 3.3.11 Acts or Omissions. **CONTRACTOR SHALL IDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULLFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND OWNER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- 3.3.12 Infringements.
- 3.3.12.1 **CONTRACTOR SHALL IDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING**

INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, OR ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- 3.3.12.2 Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by Contractor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- 3.3.12.3 If Contractor becomes aware of an actual or potential claim, or Customer provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against Customer, shall), at Contractor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.
- 3.3.12.4 Taxes/Workers' Compensation/Unemployment Insurance-Including Indemnity.

3.3.12.4.1 CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT.

CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

- 3.3.12.5 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.
- 3.3.12.6 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.
- 3.3.13 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:
- 3.3.13.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.
- 3.3.13.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. 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.
- 3.3.13.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of Contractor.
- 3.3.13.4 Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

- 3.3.14 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these 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.
- 3.3.15 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.
- 3.3.16 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.
- 3.3.17 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 4. Historically Underutilized Business (HUB) Subcontracting Plan

- 4.1 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, Ch. 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).
- 4.2 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic and gender-neutral means.
 - 4.2.1 A Contractor who contracts with the State in an amount of \$100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.
- 4.3 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:
 - 4.3.1 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.

- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.
- 4.3.5 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.
 - 4.3.5.1 Progress Assessment Report (PAR): monthly compliance reports to Owner (contracting agency), verifying their compliance with the HUB subcontracting plan, including the use/expenditures they have made to Subcontractors. (The PAR is available in the Index Forms Library on the Facilities Design & Construction page of the Texas Facilities Commission website.
- 4.3.6 Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).
- 4.4 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 5. Bonds and Insurance

- 5.1 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, Ch. 2253. On Construction Manager-at-Risk and Design-Build Projects the Owner shall require a security bond, as described in Subsection 5.1.2 below.
 - 5.1.1 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent 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 (10) percent 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.

5.1.1.1 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. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

5.1.1.2 A Payment bond is required if the Contract price 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. The form of the bond shall be approved by the Office of the Attorney General of Texas.

5.1.2 Security Bond. The security bond provides protection to Owner if Contractor presents an acceptable guaranteed maximum price ("GMP") to Owner and 1) fails to execute the GMP; or 2) fails to deliver the required payment and performance bonds within the time period stated below.

5.1.3 When Bonds Are Due.

5.1.3.1 Security bonds are due within ten (10) days of signing a Construction Manager-at-Risk or Design-Build Contract.

5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.

5.1.4 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.

5.1.5 Bond Indemnification. **THE PROCESS OF REQUIRING AND ACCEPTING BONDS AND MAKING CLAIMS THEREUNDER SHALL BE CONDUCTED IN COMPLIANCE WITH TEX. GOV'T CODE CH. 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER**

**HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS
OR LIABILITIES IT INCURS AS A RESULT.**

- 5.1.6 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.
- 5.1.7 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.
- 5.1.8 Payment Claims when Payment Bond 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, actions necessary to release the lien and satisfaction of such claim.
- 5.1.9 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).
- 5.2 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Article 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 coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or 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.
 - 5.2.1 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions or Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.
 - 5.2.2 Contractor shall deliver to Owner true and complete copies of certificates and corresponding policy endorsements prior to the issuance of any Notice to Proceed.

- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 The insurance coverage and limits established in the Uniform General Conditions, Supplementary General Conditions or Special Conditions shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
- 5.2.6 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

5.2.6.1 Insurance Coverage Required.

- 5.2.6.1.1 Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Owner, employer's liability insurance of not less than:

\$1,000,000 each accident;

\$1,000,000 disease each employee; and

\$1,000,000 disease policy limit.

- 5.2.6.1.2 Commercial General Liability Insurance. 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 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;

and

\$50,000 Damage to Premises Rented to 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.

- 5.2.6.1.3 Asbestos Abatement Liability Insurance, 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:

\$500,000 each accident;

\$500,000 disease each employee; and

\$500,000 disease policy limit.

If this Contract is for asbestos abatement only, the Special Form builder’s risk or Special Form installation floater (e) is not required.

- 5.2.6.1.4 Comprehensive Automobile Liability Insurance, 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 accident. No

aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.2.6.1.5 Special Form Builder's Risk Insurance, if applicable (or Special Form installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be Special Form, 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:

5.2.6.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.6.1.5.2 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.

5.2.6.1.5.3 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.

5.2.6.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.

5.2.6.1.5.5 For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

5.2.6.1.5.6 For those properties located within a Tier 1

or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.

5.2.6.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.

5.2.6.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.

5.2.6.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5.2.7 Policies must include the following clauses, as applicable:

5.2.7.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.

5.2.7.2 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.

5.2.7.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

5.2.7.4 A waiver of subrogation in favor of Owner shall be provided in all policies.

5.2.8 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, 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 insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

- 5.2.9 Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

Article 6. Construction Documents, Coordination Documents, and Record Documents

6.1 Drawings and Specifications.

- 6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the entity requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.
- 6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E's property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.
- 6.1.3 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.
- 6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials and workmanship); and (e) other Contract Documents. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control and more specific requirements shall govern over general requirements. Contractor shall notify A/E and ODR for resolution of the issue prior to executing the Work in question.

- 6.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall 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 construction phase prior to commencing each particular work activity and/or system installation.
- 6.1.6 Discrepancies and Omissions in Drawings and Specifications.
- 6.1.6.1 Promptly report to ODR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
 - 6.1.6.2 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.
 - 6.1.6.3 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm.
 - 6.1.6.4 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
 - 6.1.6.5 When performing as a Construction Manager-at-Risk, Contractor has a responsibility for efficient resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility is limited to review, coordination, and recommendation of resolution strategies within budget constraints.
 - 6.1.6.6 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build Contract, as outlined above. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct damages.
- 6.2 Requirements for Record Documents. Contractor shall:
- 6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence.

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 A/E access to these documents.

- 6.2.2 Maintain the Record Documents including Drawings, Specifications and other materials 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 its representatives and agents.
- 6.2.3 Update the Record Documents 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.
- 6.2.4 Prior to requesting 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 and as described in the Contract Documents. (Unexecuted samples of the aforementioned documentation may be reviewed by ODR when the absence of substantial completion transactions preclude execution; however, Contractor remains obligated to provide fully executed copies of such materials prior to final payment).
- 6.2.5 Once determined acceptable by ODR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Supplementary General Conditions or Special Conditions.
- 6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.
- 6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or Owner.

Article 7. Construction Safety

- 7.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91- 596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to ODR and A/E 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.
- 7.2 Notices. Contractor shall provide notices as follows:
- 7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, 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.
 - 7.2.2 Coordinate the exchange of material safety data sheets 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 material safety data sheets for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.
- 7.3 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.
- 7.3.1 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.
 - 7.3.2 Give ODR and A/E prompt notice of all such events.
 - 7.3.3 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 seventy-two (72) hours of the emergency response event.
 - 7.3.4 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.
- 7.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify ODR 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.
- 7.4.1 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.

- 7.4.2 Supply ODR and A/E 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 ODR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.
- 7.5 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 ODR immediately.
- 7.5.1 Bind all Subcontractors to the same duty.
- 7.5.2 Upon receiving such notice, ODR 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, ODR 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.
- 7.5.3 Owner may hire third-party Contractors to perform any or all such steps.
- 7.5.4 Should compliance with ODR's instructions result in an increase in Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.
- 7.6 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 ODR prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

Article 8. Quality Control

- 8.1 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike manner 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.

8.2 Testing.

8.2.1 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. Contractor shall provide the following testing:

8.2.1.1 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.

8.2.1.2 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.

8.2.1.3 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.

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

8.2.2 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 ODR, A/E, and Contractor.

8.2.3 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:

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

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

8.2.3.3 All tests taken in the presence of A/E and/or ODR, or their representatives.

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

8.2.3.5 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.

8.2.3.6 **Proof of noncompliance with the Contract Documents** will make Contractor liable for any corrective action which ODR determines appropriate, including complete removal and replacement of non-compliant work or material.

8.2.4 **Notice of Testing.** ODR and Contractor agree to use good faith to establish an effective testing schedule and notification system to ensure necessary access to the Work for independent third party testing companies. Contractor shall give ODR and A/E timely notice of its readiness and the date arranged so ODR and A/E may observe such inspection, testing, or approval.

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

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

8.3 Submittals.

8.3.1 **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 A/E 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.

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

8.3.1.2 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 A/E 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 A/E and ODR for review and approval. If resubmittal required, allow a minimum of an additional fifteen(15) 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.

8.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work that requires an approved 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 ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements in Section 9.3 for the Work Progress Schedule for inclusion of procurement activities therein. 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.

8.3.1.4 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 to the extent possible from existing conditions and design information provided by A/E prior to fabrication; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

8.3.2 Review of Submittals. A/E and ODR review is only for conformance with the design concept, the information and any specified level of performance 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 A/E and ODR 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.

8.3.3 Correction and Resubmission. Contractor shall make any corrections required

to a submittal and resubmit the required number of corrected copies in the required format promptly so as to avoid delay, until submittal approval. Direct attention in writing to A/E and ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.

8.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action. A/E or ODR shall not make formal changes to the Contract Documents via the submittal process. Changes to the Construction Documents shall be accomplished via Subsection 3.2.2 and Article 11 Changes.

8.3.5 No Substitutions Without Approval. ODR and A/E may receive and consider Contractor's request for substitution when the request is in the best interest of the project. Owner is not obligated to consider a substitution request if Contractor cannot provide the originally specified product or method due to Contractor's failure to pursue the Work promptly or coordinate activities properly. A non-exclusive list of factors to be considered by the ODR and A/E in response to a substitution include:

8.3.5.1 Whether the Contract Documents require extensive revisions; and

8.3.5.2 Whether the proposed changes are in keeping with the general intent of the Contract Documents and the design intent of A/E and do not result in an increase in cost to Owner; and

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

8.3.5.3.1 Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;

8.3.5.3.2 The request directly relates to an "or-equal" clause or similar language in the Contract Documents;

8.3.5.3.3 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents;

8.3.5.3.4 The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;

- 8.3.5.3.5 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and ODR can approve the requested substitution;
- 8.3.5.3.6 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;
- 8.3.5.3.7 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
- 8.3.5.3.8 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.
- 8.3.5.3.9 The manufacture of the specified product has been removed from production due to cancellation or obsolescence.

8.3.6 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.

8.4 Field Mock-up.

- 8.4.1 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.
 - 8.4.1.1 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.
 - 8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

- 8.4.1.3 Contractor shall include field mock-ups in their Work Progress Schedule and shall notify ODR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

8.5 Inspection During Construction.

- 8.5.1 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 and its agents. “Reasonable times” of inspection allow for sufficient monitoring of the quality of materials and installation without substantially impeding the progress of the Work.
- 8.5.2 Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.
 - 8.5.2.1 Should corrections of the Work be required for approval, Contractor shall not cover-up corrected Work until Owner indicates approval.
 - 8.5.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed to ODR of the anticipated need for a cover-up inspection. Should ODR 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 9. Construction Schedules

- 9.1 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 as otherwise agreed to in writing 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 or a mutually agreed upon longer period of time between Contractor and Owner, 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.
- 9.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion of the Work.
- 9.3 Work Progress Schedule. Refer to Supplementary General Conditions or Special Conditions for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective

date of the Notice to Proceed to ODR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, submittals, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

9.3.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 Contractor shall resubmit initial schedule as required to address review comments from A/E and ODR until such schedule is accepted as the Baseline Schedule.

9.3.1.2 Submittal of a schedule, schedule revision or schedule update 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.

9.3.2 Schedule Updates. Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to A/E and ODR as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to ODR and shall not be incorporated into the revised Baseline Schedule without ODR's consent.

9.3.3 The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- 9.3.3.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
 - 9.3.3.2 Acceptance 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 do so.
 - 9.3.3.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract.
 - 9.3.3.4 Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.
- 9.4 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 (10) percent 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 as needed on a first-used basis upon approval by Owner.
- 9.5 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.
- 9.5.1 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:
 - 9.5.1.1 An increase in working forces.
 - 9.5.1.2 An increase in equipment or tools.
 - 9.5.1.3 An increase in hours of work or number of shifts.
 - 9.5.1.4 Expedite delivery of materials.
 - 9.5.1.5 Other action proposed if acceptable to Owner.
 - 9.5.2 Within ten (10) days after such notice from ODR, Contractor shall notify ODR in writing of the specific measures taken and/or planned 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 Project. Should ODR 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 ODR's approval. Costs for necessary measures to increase the rate of work placement to achieve scheduled Substantial Completion and that are made necessary by delays that are not excusable are the responsibility of Contractor.

9.6 Modification of the Contract Time.

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 Any delays in or failure of performance by either Party, except in respect of the obligation of payments under this Agreement, entitles Contractor to an extension of time if and to the extent such delays or failure of performance are caused solely by occurrence(s) beyond the reasonable control of the Party affected, and which by the exercise of due diligence such Party is unable to prevent.

9.6.3 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

9.6.3.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather and/or related site conditions prevent Contractor from performing seven (7) continuous hours of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable delays. When weather conditions at the site prevent work from proceeding, Contractor shall immediately notify ODR for confirmation of the conditions. At the end of each calendar month, submit to ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by ODR, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a ULCO for fair and reasonable time extension.

9.6.3.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via change order, for delays caused by the following:

9.6.3.2.1 Errors, omissions and imperfections in design, which A/E

corrects by means of changes in the Drawings and Specifications.

- 9.6.3.2.2 Unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.
- 9.6.3.2.3 Failure of Owner to have secured property, right-of-way or easements necessary for Work to begin or progress.
- 9.6.3.2.4 Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by ODR or recommended by A/E and ordered by ODR.
- 9.6.3.2.5 Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God" or the public enemy), sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents, breakdowns, or floods, earthquakes, hurricanes, or any other natural disaster, and governmental actions or orders concerning pandemics or epidemics, but not otherwise, which are not within the reasonable control of Contractor.
- 9.6.3.2.6 Notice. In any Force Majeure event, the Party claiming force majeure shall notify the other of the Force Majeure event in writing within seventy-two (72) hours of the earlier of (a) the commencement of the Force Majeure event or (b) the entry of any order by an Authority Having Jurisdiction of an emergency or Force Majeure event. In the event Contractor fails to timely provide said notice, such failure shall constitute, without further notice or action, a waiver of the right to claim Force Majeure for such event. If possible, such notice shall set forth the extent and duration thereof. Owner shall determine the termination of the Force Majeure event in the exercise of reasonable discretion and based upon any applicable order entered by an Authority Having Jurisdiction.
- 9.6.3.2.7 Due Diligence. Contractor shall exercise due diligence to prevent, eliminate, or overcome any Force Majeure event where it is possible to do so and resume performance of Professional Services at the earliest possible date. However, if nonperformance continues for more than thirty (30) Days, Owner may terminate this Agreement immediately upon written notification to Contractor.

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

9.6.3.2.9 Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

9.6.4 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.3.2.4 and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. No Damages for Delay. An extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, 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(s) other than the sole intentional interference of Owner, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, 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.

9.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may be entitled to a time extension only for the portion of the concurrent delay with (attributable to) an overlapping excusable cause.

9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.3.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give ODR 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 delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

9.9.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the

schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.

- 9.9.2 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.
- 9.9.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:
 - 9.9.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
 - 9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
 - 9.9.3.3 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.
- 9.9.4 Owner's 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.
 - 9.9.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
 - 9.9.4.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than fifteen (15) additional days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.
- 9.10 Failure to Complete Work Within the Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within 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 the Contract Documents.

- 9.11 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.
- 9.12 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
- 9.12.1 Damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 9.12.2 Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.
 - 9.12.3 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 9.12 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Article 10. Payments

- 10.1 Schedule of Values. Contractor shall submit to ODR and A/E 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 ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.
- 10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by ODR, and submitted not less than twenty-one (21) days prior to the first request for payment. 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 price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.
 - 10.1.1.1 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.
 - 10.1.2 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. Make the worksheets available to ODR 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 year after final payment.

- 10.2. 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 ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in the Supplementary General Conditions, Special Conditions, or elsewhere in the contract documents and certified by A/E. 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.

- 10.2.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to A/E and ODR a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

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

10.2.1.2 An updated Work Progress Schedule including the executive summary and all required schedule reports; and

10.2.1.3 A summary of "Weather Days" reported to the ODR within the payment period in accordance with Paragraph 9.6.3.1 for which Contractor plans to claim schedule float or excusable delay to the critical path schedule; and

10.2.1.4 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.3.5.1; and

10.2.1.5 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions, Special Conditions or elsewhere in the Contract Documents; and

10.2.1.6 Construction payment affidavit.

- 10.2.2 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, A/E and ODR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, ODR and A/E 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 A/E and/or ODR. Attach all additional documentation required by ODR and/or A/E, 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, Ch. 2251. No Application for Payment is complete unless it fully reflects all required modifications, and includes all required documentation including Contractor's affidavit.

- 10.2.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness, and forward it to ODR. A/E 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.
- 10.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by ODR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.
 - 10.3.1 Payment for stored materials and/or equipment confirmed by Owner and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.
 - 10.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions or Special Conditions. Retainage is managed in conformance with Tex. Gov't Code, Ch. 2252, Subch. B.
 - 10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.
 - 10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release.
 - 10.3.2.3 Contractor shall not withhold retainage from their 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.

10.3.2.4 Absent a dispute between Owner and Contractor, retainage shall be paid not later than 90 days after Substantial Completion of the project.

10.3.2.5 Owner may reduce the amount of retainage paid, as provided by Subsection 10.3.3.

10.3.3 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:

10.3.3.1 Defective or incomplete Work not remedied;

10.3.3.2 Damage to Work of a separate Contractor;

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;

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

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

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

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

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

10.3.4.1 Transfer of title to Owner does not 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 substantial completion, responsibility for the care and protection of materials and Work in areas where punch list items are completed until final completion or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.

10.4 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

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

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

- 10.4.3 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.
- 10.4.4 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.
- 10.5 Off-Site Storage. With prior approval by Owner and in the event Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.
 - 10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.
 - 10.5.2 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, made out to insure the State agency which is signatory to the Contract, must be filed with Owner's representative.
 - 10.5.3 Inspection by Owner's representative is allowed at any time. Owner's inspectors must be satisfied with the security, control, maintenance, and preservation measures.
 - 10.5.4 Materials for this Project are 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.
 - 10.5.5 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.
 - 10.5.6 With each monthly payment estimate, submit a report to ODR and A/E listing the quantities of materials already paid for and still stored in the off-site location. Include photo-documentation of materials stored off-site for which Contractor requests payment.
 - 10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.
 - 10.5.8 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 at a location convenient to Owner as directed by ODR. 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.
- 10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2251.022.

10.6.1 Contractor who receives a payment from a governmental entity shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date Contractor receives the payment.

10.6.2 The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment.

Article 11. Changes

11.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.

11.1.1 Owner, without invalidating the Contract, 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 ULCO, 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 Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.

11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same 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 errors, 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; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov't Code, Ch. 2260.

11.1.3 Procedures for administration of Change Orders shall be established by Owner

and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.

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

11.1.5 Contractor agrees that Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of Contractor. Further, Contractor agrees to include in all its 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, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.

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

11.3 Claims for Additional Costs.

11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give Owner and A/E 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 Subsection 7.2.1. 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 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.

11.3.2 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 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.

- 11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case, Owner may choose to let a separate Contract for the corrective Work, or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by Owner.
- 11.4 Minor Changes. A/E, with concurrence of ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.
- 11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, ODR and A/E shall be notified in writing of such conditions before they are further disturbed or subsequent related work proceeds. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and 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, subject to the prior approval of ODR.
- 11.6 Extension of Time. All changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.
- 11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.
- 11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications between Contractor, A/E and ODR 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 A/E 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.

- 11.7.2 All proposed costs 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 establish Schedule of Values, to permit analysis by A/E 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.
- 11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 11.7.4 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) 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.
- 11.7.5 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 ODR.
- 11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.
- 11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages (including benefits) 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. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first \$10,000 of value for self-performed work or portion thereof, ten (10) percent for the second \$10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds \$20,000.
- 11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost

Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first \$10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second \$10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding \$20,000.

- 11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition.
- 11.8.4 Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.
- 11.8.5 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price. The only percentage mark-up allowed is the construction management fee and shall not exceed the rate established in the contract.
- 11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.
 - 11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.
- 11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues regarding that change are final and not subject to additive adjustments.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

- 12.1.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist 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.

12.1.1.1 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.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, ODR, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by ODR or their delegate. If ODR determines that the Work is Substantially Complete, ODR will issue a Certificate of Substantial Completion to be signed by A/E, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security, maintenance, insurance and utilities. A/E will provide with this certificate a consolidated list of Punchlist items (the pre-final Punchlist including all items noted by the various inspecting parties) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete 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 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.

12.1.2 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date, or where Contractor has used its best efforts to procure replacement parts in a timely manner for reasons outside of its control, or an agreed term that is within industry standards for such work. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E

and Contractor will inspect the Work. A/E will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

- 12.1.2.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and ODR in writing stating the disposition of each final Punchlist item. A/E, Owner, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents ODR 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.
- 12.1.3 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.
- 12.1.4 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 Punchlist items or 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.
- 12.1.5 Additional Inspections.
 - 12.1.5.1 If Owner's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, ODR or A/E 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 ODR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.
 - 12.1.5.2 If Owner's inspection team determines that the Work is not complete at the final inspection, ODR or A/E 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 ODR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.
 - 12.1.5.3 The Contract contemplates four (4) comprehensive inspections: the

Substantial Completion inspection, the Final Completion inspection, the inspection of completed final Punchlist items and the “warranty walk” inspection that is scheduled at least thirty (30) days prior to the end of Contractor’s warranty period defined in Section 13.2. 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 ULCO 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.

12.1.6 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.

12.2 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, ODR will notify Contractor in writing and identify responsibilities for security, maintenance, insurance and utilities. 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.

12.3 Acceptance and Payment.

12.3.1 Request for Final Payment. Following the certified completion of all work, including all final Punchlist 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 A/E and ODR for review and approval.

12.3.2 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, Ch. 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.

- 12.3.3 Architect/Engineer Approval. A/E 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, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to Owner.
- 12.3.4 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 ULCO as may be applicable.
- 12.3.5 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.
- 12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:
- 12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);
 - 12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;
 - 12.3.6.3 Terms of any warranties required by the Contract, or implied by law; or
 - 12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 Waiver of Claims. 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.

12.3.8 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. Issuance of Final Payment does not alter Contractor's contractual obligations during the warranty period.

Article 13. Warranty and Guarantee

13.1 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 price 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 by Owner, A/E 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.

13.2 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

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

13.3.1 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.

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

13.3.3 Force Majeure events and/or named storms.

13.4 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:
- 13.4.1 Observations by Owner and/or A/E;
 - 13.4.2 Recommendation to pay any progress or final payment by A/E;
 - 13.4.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - 13.4.4 Use or occupancy of the Work or any part thereof by Owner;
 - 13.4.5 Any acceptance by Owner or any failure to do so;
 - 13.4.6 Any review of a Shop Drawing or sample submittal; or
 - 13.4.7 Any inspection, test or approval by others.
- 13.5 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. ODR will certify the date of service commencement in the Substantial Completion certificate.
- 13.5.1 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.
 - 13.5.2 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.
- 13.6 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.
- 13.7 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA– 40 C.F.R

§ 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment.

Article 14. Suspension and Termination

14.1 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.

14.1.1 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. 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.

14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of 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 is an excusable delay and a time extension will be granted through a Change Order.

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

14.2 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 a period of up to thirty (30) days for its own convenience. Owner will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is 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.

14.3 Termination by Owner for Cause.

14.3.1 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:

- 14.3.1.1 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;
 - 14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including ODR;
 - 14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;
 - 14.3.1.4 Failure to remedy defective work condemned by ODR;
 - 14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Ch. 2251;
 - 14.3.1.6 Persistent endangerment to the safety of labor or of the Work;
 - 14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;
 - 14.3.1.8 Any material breach of the Contract; or
 - 14.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.
- 14.3.2 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.
- 14.3.3 Should Owner decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.
- 14.3.4 Should Contractor or its surety, after having received notice of termination, 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 termination was based, the notice of termination may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of time.
- 14.3.5 If Contractor or its surety fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

- 14.3.5.1 This amount includes the cost of additional Owner costs such as A/E services, other consultants, and contract administration.
 - 14.3.5.2 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.
 - 14.3.5.3 This obligation for payment survives the termination of the Contract.
 - 14.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR 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.
- 14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.
- 14.5 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:
- 14.5.1 Owner will immediately notify Contractor and A/E 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.
 - 14.5.2 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:
 - 14.5.2.1 Stop all work.
 - 14.5.2.2 Place no further subcontracts or orders for materials or services.
 - 14.5.2.3 Terminate all subcontracts for convenience.
 - 14.5.2.4 Cancel all materials and equipment orders as applicable.
 - 14.5.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

- 14.5.3 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed and costs incurred as a result of such termination, including a termination fee, earned for all work properly executed. Contractor may not claim lost profits on other work or lost business opportunities.
- 14.6 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 executed, 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.
- 14.7 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.

Article 15. Dispute Resolution

- 15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Ch. 2260 or Tex. Civ. Prac. & Rem. Code, Ch. 114, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the Uniform General Conditions, Supplementary Conditions, or Special Conditions of the Contract.
- 15.2 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Ch. 2260 or Tex. Civ. Prac. & Rem. Code, Ch. 114.
- 15.3 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.
- 15.4 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

Article 16. Miscellaneous

- 16.1 Supplementary General and 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 and Special Conditions as described below:
- 16.1.1 Supplementary General Conditions may describe the standard procedures and requirements of contract administration followed by a contracting agency of the State. Supplementary General 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 General Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.
- 16.1.2 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.
- 16.2 Federally Funded Projects. On Federally funded projects, Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Owner of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.
- 16.3 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.
- 16.3.1 Accessibility and Administration.
- 16.3.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.
- 16.3.1.2 Owner shall administer the software.
- 16.3.2 Training. When used, Owner shall provide training to the Project team members.
- 16.4 Administrative Inspections and Audits. Contractor agrees that all relevant records related to this Contract or any work product under this Contract, including practices of its Subcontractors, shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records

may be found, with or without notice by the Texas State Auditor's Office ("SAO"), the contracting agency or its contracted examiners, or the Office of the Texas Attorney General, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All Subcontracts shall reflect the requirements of this section. In addition, pursuant to Tex. Gov't Code § 2262.003 the SAO may conduct an audit or investigation of any entity receiving funds under this Contract, including direct payments to Contractor and indirect payments under a Subcontract to this Contract; acceptance of such monies acts as acceptance of SAO authority, under legislative audit committee direction, to audit and investigate related to those funds and the entity subject to the audit or investigation must provide SAO with access to any information SAO considers relevant to the scope of the audit or investigation.

End of Uniform General Conditions

**2025 SUPPLEMENTAL GENERAL CONDITIONS
TO THE
STATE OF TEXAS 2025 EDITION OF THE UNIFORM GENERAL CONDITIONS FOR
CONTRACTS**

The following Supplemental General Conditions amend and/or supplement the 2025 edition of the Uniform General Conditions for Construction Contracts and, at TFC's sole discretion, provides for bonding per GMP.

Article 5. Bonds and Insurance

5.1. Construction Bonds.

Subparagraph 5.1.1.1 is supplemented to modify 5.1.1.1, as follows:

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. Except for Construction Manager-at-Risk Contracts where, in Owner's sole discretion and determination, a Performance Bond is acceptable in the amount of the guaranteed maximum price (GMP), the performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

Subparagraph 5.1.1.2 is supplemented to modify 5.1.1.2, as follows:

A Payment bond is required if the Contract price is in excess of \$25,000. Except for Construction Manager-at-Risk Contracts where, in Owner's sole discretion and determination, a Payment Bond is acceptable in the amount of the guaranteed maximum price (GMP), 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. The form of the bond shall be approved by the Office of the Attorney General of Texas.

CONSTRUCTION MANAGER-AT-RISK CONTRACT

EXHIBIT C

SPECIAL CONDITIONS OF THE AGREEMENT

LIQUIDATED DAMAGES SCHEDULE

Liquidated Damages for the Entire Work: Pursuant to Section 9.5 of the Agreement, the liquidated damages for failure to achieve Substantial Completion of the entire Work shall, in addition to and not in lieu of any liquidated damages as provided above with regard to the interim construction milestone (s), be as set forth below:

Days Beyond Substantial Completion	Liquidated Damages
1 - 7 calendar days	\$0, to allow for a seven (7) calendar day grace period
8 - 30 calendar days	\$ 475 per calendar day
31 - 45 calendar days	\$ 490 per calendar day
46+ calendar days	\$ 500 per calendar day

The liquidated damages arising from the failure to achieve Substantial Completion of the interim construction milestone (s) and the liquidated damages arising from the failure to achieve Substantial Completion of the entire Work are to be charged separately, but in no event shall the daily rate exceed the highest singular applicable daily rate (i.e., no stacking).

This document is place holder for
document 06 Insurance
Requirements to be provided by TFC.

Insurance limits can be found in
Exhibit H of Attachment G - CMR
Contract Template



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TEXAS FACILITIES COMMISSION

CRIMINAL BACKGROUND CHECKS AND APPLICATION

GUIDELINES

It is the policy of the Texas Facilities Commission ("TFC") that all Contractor employees and subcontractors that will complete any work on-site at a state-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by the Contractor. Contractor's employees and subcontractors who work on TFC contracts are required to submit a criminal history background check. A criminal history background check shall be completed before any Contractor's employee or subcontractor performs services at the site. Criminal background checks must be performed by the Texas Department of Public Safety ("DPS") and must be on the form provided by TFC.

I. CRIMINAL HISTORY CRITERIA

Employers should use the following criminal history criteria when hiring employees to perform work for TFC. Any employee failing to meet the minimum standard will be denied. If special circumstances exist, please contact the TFC representative for clarification or further consideration.

A conviction or deferred adjudication for one of the following offenses will result in the **permanent disqualification** of a person from eligibility to provide contractual services with Texas Facilities Commission:

- (i) any act causing death as defined in Texas Penal Code; and
- (ii) any felony or misdemeanor involving arson, burglary, breach of computer security, credit card abuse, counterfeiting, forgery, kidnapping, robbery, stalking, terroristic threat, theft, and any sexual offense designated as a felony in Texas Penal Code.

Additionally, anyone who has a current duty to register as a sex offender, is under indictment or is a fugitive from justice is disqualified.

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

For individuals who have a conviction or deferred adjudication for felonies not enumerated above, 10 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

For individuals who have a misdemeanor conviction or deferred adjudication for misdemeanors not enumerated above, five (5) years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

II. CRIMINAL BACKGROUND PROCESS

DPS has entered into an exclusive contract with Identogo Centers, formerly L-1 Enrollment Services, operated by MorphoTrust USA. Identogo by MorphoTrust is the exclusive live scan fingerprinting provider for DPS. All TFC contractors that are subject to TFC criminal background check requirements must create an account with Identogo in accordance with the Identogo Account Application and requirements attached hereto as "Attachment A". Thereafter, all contractor employees and subcontractors must follow the registration procedures attached hereto as "Attachment A" including using the ***Texas Facilities Commission Service Code 11G6ZN***. All necessary instructions and information to schedule a fingerprint appointment is included in Attachment A. In addition, the only service code accepted by DPS for a TFC criminal background check is the service code provided in Attachment A; therefore, if an individual does not use the service code in Attachment A, he or she may be required to repeat the process at the expense of contractor. Contractors can begin the process by simply clicking on this link:

<https://uenroll.identogo.com/servicecode/11G6ZN>

Additionally, forms and instructions can be found on the Identogo website at <http://www.identogo.com> by clicking on the State of Texas. Links on that page include one for online scheduling and a list for the state-wide fingerprinting locations. The waiver form for the criminal background check is attached hereto as "Attachment B". In the event Contractor needs to set up a new account, please refer to the attached link for instructions: <http://www.l1enrollment.com/state/forms/tx/566718664f05a.pdf>.

III. CRIMINAL HISTORY ERROR RESOLUTION

The Error Resolution Unit ("ER") is responsible for updating and evaluating possible errors in criminal history records. Potential errors are reported to ER by law enforcement, judicial agencies, as well as private citizens.

If an applicant would like to make a request that a criminal history record be updated or corrected, the applicant will need to supply certified documents to the ER. Required forms and additional information submit a correction request to the ER can be found at:

http://txdps.state.tx.us/administration/crime_records/pages/errorresolution.htm.

IV. TFC CONTACTS

For any questions involving the TFC criminal background check process, please contact the following:

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

Matt Groce, Director, Risk Management

Office: 512-936-2025

Cell: 512-269-9003

Email: matt.groce@tfc.texas.gov

Alyssa Serna, Manager

Office: 512-463-3057

Cell: 512-497-497-2560

Email: alyssa.serna@tfc.texas.gov

ATTACHMENT A

Facilities Commission (ORI Facilities Commission/Service Code 11G6ZN)

The general process for electronic fingerprinting is:

1. Schedule an appointment to be electronically fingerprinted by MorphoTrust USA at one of their IdentoGo enrollment centers.
 - Internet based scheduling is the quickest and most convenient way to obtain a fingerprint appointment.
 - a. **You may begin the process now by simply clicking on this link:**
<https://uenroll.identogo.com/servicecode/11G6ZN>
 - b. Provide all required pre-enrollment data and select a convenient date and time for your appointment
 - If you prefer to schedule over the telephone, you must:
 - a. Have your Service Code ready (**11G6ZN**), then call **888.467.2080**;
 - b. MorphoTrust will prompt you for the Service Code (**11G6ZN**);
 - c. Provide all required pre-enrollment data and select a convenient date and time for your appointment
2. Arrive at your scheduled appointment with your photo identification and fee
 - If you plan on bringing a form of identification other than a valid (unexpired) TX Driver License, please refer to the Department of Public Safety's acceptable document types here: <http://www.txdps.state.tx.us/forms/tx/55fc619a7f7aa.doc>
 - MorphoTrust accepts Visa/MasterCard/Discover/American Express, business checks, money orders and coupon codes (employer accounts) at the time of service.
 - Please note that personal checks and cash are **not accepted**.
3. Your fingerprints will be submitted electronically to DPS and the FBI. You will not receive a printed fingerprint card.
4. At the conclusion of your appointment, the MorphoTrust enrollment agent will provide you with an IdentoGo receipt stating that you were fingerprinted.
 - Do not throw away the receipt;
 - You may check status on your submission by clicking on this link:
<https://uenroll.identogo.com/servicecode/11G6ZN> and then;
 - Click "**Check Status**"

Fingerprints provided for this application shall be used to check criminal history records of the Texas Department of Public Safety and the Federal Bureau of Investigation, in accordance with applicable statutes.

ATTACHMENT B



Texas Fingerprint Service Code Form

Service Name: Facilities Commission

To schedule your ten-minute fingerprint appointment, simply visit
<https://uenroll.identogo.com> and enter the following Service Code

11G6ZN

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Background Check Waiver

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080

"General Decision Number: TX20260209 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of
Jim Wells, Live Oak and Wharton

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0022-003 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.20	12.38

ASBE0087-006 06/02/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (JIM WELLS AND LIVE OAK COUNTIES).....	\$ 30.50	8.89

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

IRON0066-010 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL (JIM WELLS AND LIVE OAK COUNTIES).....	\$ 27.95	8.03

IRON0084-005 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING (WHARTON COUNTY).....	\$ 28.26	8.13

LAB00154-020 05/01/2024

	Rates	Fringes
LABORERS: MASON TENDER - CEMENT/CONCRETE (WHARTON COUNTY).....	\$ 25.27	9.57

LAB00154-030 05/01/2024

	Rates	Fringes
LABORERS: MASON TENDER - CEMENT/CONCRETE (JIM WELLS AND LIVE OAK COUNTIES).....	\$ 25.27	9.57

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.98	11.61

PLUM0142-006 07/02/2025

	Rates	Fringes
PLUMBER (JIM WELLS AND LIVE OAK COUNTIES).....	\$ 38.97	11.48

SUTX2009-096 04/20/2009

	Rates	Fringes
TRUCK DRIVER.....	\$ 11.24	0.35
TILE SETTER.....	\$ 15.00	0.00
SHEET METAL WORKER.....	\$ 17.00	0.00
ROOFER.....	\$ 13.64	1.80
PAINTER: BRUSH, ROLLER AND SPRAY.....	\$ 12.26	0.00
OPERATOR: LOADER (FRONT END).....	\$ 10.54	0.00
OPERATOR: FORKLIFT.....	\$ 14.58	0.00
OPERATOR: CRANE.....	\$ 21.33	0.00
OPERATOR: BULLDOZER.....	\$ 12.80	0.43
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 13.75	0.00
LABORER: MORTAR MIXER.....	\$ 12.00	0.00
LABORER: MASON TENDER - BRICK.....	\$ 12.02	0.00
LABORER: LANDSCAPE & IRRIGATION.....	\$ 8.50	0.22
LABORER: COMMON OR GENERAL.....	\$ 12.02	0.00
ELECTRICIAN.....	\$ 20.00	3.11
CEMENT MASON/CONCRETE FINISHER.....	\$ 13.27	0.00
CARPENTER.....	\$ 13.18	0.00
BRICKLAYER.....	\$ 19.67	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION

"

Wage Rate Complaint Information Requirements

The following information is required for determining whether good cause exists to believe that a violation of Article 5159a, Vernon's Texas Civil Statutes, has been committed.

1. Certified Payroll

A copy of the payroll, supported by an affidavit from the Contractor or relevant Subcontractor, certifying that the payroll is accurate and that the amounts shown were paid to the individuals indicated.

2. Worker's Name

The name of each worker shall be printed and easily readable. It shall be located with the hours worked and amounts paid to them.

3. Classification of Individual Employee

The classification of the individual employee shall be as shown on the Wage Rate Determination, located in the project specification.

4. Hourly Rate to be Paid

The minimum amount shown on the Wage Rate Determination, as shown in the project specifications.

5. Actual Hourly Rate

The actual hourly rate paid to the employee.

6. Hours and Days Worked

Indicate the hours and days worked, (i.e., 6 hours, 6-1-99.)

7. Amounts Paid and Pay Period

Indicate the amounts paid during the pay period and identify what the pay period was, (i.e., 6 hours at \$10 = \$60 for 6-1-99 thru 6-5-99.)

8. Insurance, Vacation and Retirement

- a. If insurance, vacation and/or retirement are removed from the employee's pay, this needs to be indicated. A signed statement, from the employee, giving the company permission to remove these moneys from the employee's pay needs to be included.
- b. Show how much removing these moneys from the employee's pay reduced the hourly rate, (i.e., Insurance, Vacation and Retirement = \$.25 per hour, \$10.00 minus \$.25 = \$9.75 per hour.)

STATE OF TEXAS PURCHASE VOUCHER - CONSTRUCTION

										Agency Voucher No.									
Comptroller's Vendor No.				Agency No.		Agency Name				TFC Project Number									
Pay to: (name, address, city state, ZIP code)				Period Covered				Contract Date											
				From:				To:											
				Invoice Date		Invoice No.		Voucher Amount											
DESCRIPTION						AMOUNTS													
ORIGINAL CONTRACT																			
EXTRAS ORDERED																			
TOTAL																			
DEDUCTIONS ORDERED																			
TOTAL NET CONTRACT																			
TOTAL AMOUNT EARNED TO DATE																			
TOTAL RETAINED PERCENTAGE DATE																			
TOTAL EARNED LESS RETAINED PERCENTAGE																			
TOTAL PREVIOUSLY APPROVED																			
AMOUNT DUE THIS STATEMENT																			
ARCHITECT/ENGINEER CERTIFICATION						CONTRACTOR'S CERTIFICATION													
<p>In accordance with the Contract Documents, based on on-site observations and other pertinent data, the Architect/Engineer certifies that, to the best of the Architect/Engineer's knowledge, information and belief, the work has progressed to the point indicated and that this is a true and correct statement of work performed and materials supplied by the Contractor, and that this statement of account and the amount due is correct and that all work and material has been performed in full accordance with the terms and conditions of the Contract Documents and authorized changes thereto.</p> <p>By: _____ Date _____</p> <p>Architect/Engineer _____ Date _____</p> <p>TFC Contact Name _____ Phone No. _____</p>						I, _____ do hereby certify that I am _____													
						(Title of person certifying)													
						and that I am duly authorized to make this certification for and on behalf of _____													
AGENCY CERTIFICATION						(Name of payee company/claimant)													
<p>I certify that the above services were rendered or goods received; that they correspond in every particular with the contract under which they were procured; that the invoice is true and unpaid; and that the claim was presented to the State within the applicable limitations period.</p> <table><tr><td>Name</td><td>Title</td></tr><tr><td></td><td></td></tr><tr><td>Name</td><td>Title</td></tr><tr><td></td><td></td></tr></table>						Name	Title			Name	Title			I further certify that the attached invoice is correct and that it corresponds in every particular with the supplies and/or services contracted for. I further certify that the account is true, correct and unpaid.					
						Name	Title												
Name	Title																		
						Signature		Date											
PAYMENT						PRICES ABOVE ARE APPROVED													
Name						By: _____													
Name																			
FOR FISCAL USE ONLY																			
Remittance Vendor ID		DT		Source Code		(circle one) Send to USAS YES NO	Batch #		Date Paid										
		Amount		PCC			Entered by		Warrant / Direct Deposit #										
							Date												
Encumbrance No	C	Req #	Order Date	Invoice #	Received Date	AY	Agency Fund	Object Class	Org Code										
Amount	Payment Due Date		Request Payment Date		Interest Override	Description (includes vendor account#)													
Descriptive / Legal Text																			
Prepared by:			Date:			Approved by:			Date:										

PROJECT NO.: _____

CONSTRUCTION PAYMENT AFFIDAVIT

State of Texas
County of _____

The undersigned, being duly sworn and having personal knowledge of the matters set forth herein, deposes and say under oath:

1. That he or she _____, is _____
(Name) (Title)

of _____
(Firm/Corp./Partnership, etc.)

2. That _____ is the contractor of a
construction project pursuant to a contract, identified as _____

(Project No. and Title of Contract)

("Contract" herein) in which the State of Texas is defined as the Owner.

3. The Contractor has performed work and labor or furnished materials for use in the construction project defined by the Contract.
4. All payments by the Contractor to its Subcontractors and Material men for work, labor, materials, machinery and equipment furnished to it by said Subcontractors and Material men are timely made or shall be made within the meaning of and in accordance with the requirements of the Uniform General Conditions applicable to the contract and Contractor knows of no other person or entity having a right to assert any lien on account of materials or labor furnished to it for construction pursuant to the Contract.

Signature _____

Title _____

Sworn and subscribed to before me the undersigned authority on this _____ day of

_____, _____

Notary Public State of Texas
My Commission Expires _____

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Types

SECTION 1	1. Select transaction types:	
	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Change custodial agency _____

Payee Identification

SECTION 2	2. Payee type	3. Identification number	<input type="checkbox"/> Social Security number (SSN)*	4. Mail code (if not known, leave blank.)
	<input type="checkbox"/> State employee	<input type="checkbox"/> Texas Identification Number (TIN)	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	
	<input type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Employer Identification Number (EIN)		
	5. Payee name		6. Phone (Area code and number)	
		() ext.		
7. Mailing address (Street, city, state and ZIP code)				

New Account Information (Setups and Changes) (Completion by financial institution is recommended)

SECTION 3	8. Financial institution name		9. City	10. State
	11. Routing number (9 digits)	12. Customer account number (maximum 17 characters)		13. Account type
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
	14. Financial representative name (optional)		15. Title (optional)	
	16. Financial representative signature (optional)		17. Phone (Area code and number) (optional)	18. Date (optional)
		() ext.		

Existing Account Information (Changes Only)

SEC 4	19. Routing number (9 digits)	20. Customer account number (maximum 17 characters)	21. Account type
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings

International Payments Verification (required)

SEC 5	22. Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).
--------------	--

Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the state agency that issues my state of Texas payments via the Texas Comptroller of Public Accounts to electronically deposit my payments to my financial institution. I understand that any payments deposited in error to my account will be reversed by the agency that issues my state of Texas payments via the Texas Comptroller of Public Accounts.		
	I further understand that the agency that issues my state of Texas payments and the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	23. Authorized signature sign here	24. Printed name	25. Date

Cancellation by Agency (for state agency use)

SEC 7	26. Reason	27. Date
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State Agency Contact (for state agency use)

SECTION 8	28. Authorized signature sign here	29. Date
	30. Phone (Area code and number)	31. Agency number
	() ext.	
	32. Agency name	
33. Comments		

34. Please return to the paying agency at the following address:

Instructions for Direct Deposit Authorization

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.

Section 1: Transaction Type(s)

1. Select the appropriate **transaction type(s)** and complete the corresponding sections.

Note: Requests to change custodial agency number are processed based on Payment Services research and guidelines.

Section 2: Payee Identification (Required)

2. **Payee type:** Indicate whether the payee is a **state employee** or a **vendor/recipient**.

Note: Agencies must complete box 34 with the appropriate agency's return address for the selected payee type.

3. **Identification number:** Indicate the type of identification number and provide the associated 9- or 11-digit number.
 4. **Mail code:** Enter the 3-digit mail code.
 5. **Payee name:** Enter the payee's name.
 6. **Phone:** Enter the payee's area code, phone number (and extension, if applicable).
 7. **Mailing address:** Enter the payee's mailing address, city, state and ZIP code.

Section 3: New Account Information (Setups and changes) (Completion by financial institution is recommended)

8. **Financial institution name:** Enter the name of the payee's financial institution.
 9. **City:** Enter the city of the payee's financial institution.
 10. **State:** Enter the 2-character abbreviation for state of the payee's financial institution.
 11. **Routing number:** Enter the 9-digit routing number of the payee's financial institution.
 12. **Customer account number:** Enter the payee's account number (maximum 17 characters).
 13. **Type of account:** Indicate whether the payee's account type is a checking account or a savings account.
 14. **Financial representative name:** (optional) Enter the name of the financial representative.
 15. **Title:** (optional) Enter the title of the financial institution representative.
 16. **Financial representative signature:** (optional) Original signature of the financial representative.
 17. **Phone:** (optional) Enter the area code, phone number (and extension, if applicable) of the financial representative.
 18. **Date:** (optional) Enter the date the financial representative signed the form.

Section 4: Existing Account Information (Changes only)

19. **Routing number:** Enter the 9-digit **routing number** currently on file with the Comptroller's office.
 20. **Customer account number:** Enter the payee's **account number** currently on file with the Comptroller's office.
 21. **Account type:** Select the payee's **account type** currently on file with the Comptroller's office.

Section 5: International Payments Verification (Required)

22. **Payment Destination:** Select **YES** or **NO** to indicate if state payments will be forwarded to a financial institution outside the U.S.
Note: If **YES**, the payee must also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Section 6: Authorization for Setup, Changes or Cancellation (Required)

23. **Authorized signature:** Original signature of the payee is required.
 24. **Printed name:** Enter or print the name of the payee or vendor/recipient signing the form.
 25. **Date:** Enter or print the date the form was signed.

Section 7: Cancellation by Agency (for state agency use)

26. **Reason:** Enter the reason for cancellation of the payee's direct deposit information.
 27. **Date:** Enter the date the cancellation was determined.

Section 8: State Agency Contact (for state agency use)

28. **Authorized signature:** Original signature of the agency's authorized representative is required.
 29. **Date:** Enter the date the agency's representative signed the form.
 30. **Phone:** Enter the area code, phone number and extension (if applicable) of the agency's representative.
 31. **Agency number:** Enter the 3-digit agency number.
 32. **Agency name:** Enter the agency's name.
 33. **Comments:** (optional) Enter comments, if needed.
 34. **Return to Paying State Agency:** This area autopopulates with the name and address of the paying state agency to which this form will be returned.

Questions?

State Employees:	Contact your agency's Human Resource department or payroll staff.
Vendors/Recipients:	Contact the paying agency's accounts payable staff.
State Agencies:	Contact Fiscal Management, Payment Services at 512-936-8138.



Transmittal Letter

To: _____ Date: _____

FDC Project Number: _____

Attention: _____ If enclosures are not as noted, please notify our office.

If checked below, please:

☐ Acknowledge receipt of enclosures.

☐ Return enclosures to use.

We Transmit: ☐ herewith ☐ under separate cover via
☐ in accordance with our request _____

For Your : ☐ approval ☐ distribution to parties ☐ information
☐ review & comment ☐ record ☐ use ☐ _____

The Following: ☐ drawings ☐ specifications ☐ change order
☐ shop drawings ☐ product literature ☐ samples
☐ correspondence _____

Copies	Date	Number	Description

Remarks: _____

Copies to: _____ (with enclosures) ☐ By: _____



SUBMITTAL

Texas Facilities Commission
Facilities Design and Construction Division
PO Box 13047
Austin, Texas 78711-3047

Project Number, Name and Location

Date

No. of copies and description of submittal

Contractor and address with zip code

Architect/Engineer and address with zip code

Note: Approval does not relieve Contractor from responsibility for errors on submittals and for deviations from drawings and specifications unless he notifies A/E in writing and receives written approval. Drawing and specification changes are NOT authorized by approval of submittals.

Submittal No.	Spec. Sect.	No.	
---------------	-------------	-----	--

ROUTING AND ACTION

CONTRACTOR

- ☐ Submittals checked for compliance
- ☐ Submittals sent to Architect/Engineer
- ☐ Submittals posted to IMPACT
- ☐ Submitted for record

By Contractor

Date

ARCHITECT/ENGINEER

- ☐ No Exceptions
- ☐ Exceptions Noted
- ☐ Revise and Resubmit
- ☐ No Action Taken
- ☐ Submittal & Comments Posted to IMPACT

By Architect/Engineer

Date

COMMENTS

By

Date



ARCHITECT'S

Proposed Change Order Form

A

TO: Contractor

Please prepare a CONTRACTOR'S PROPOSED CHANGE ORDER FORM B on the following proposed change: (Additional sealed documents necessary to completely describe the change identified below are attached.)

Work shall not commence until an executed Change Order is issued through the EPMCS with the exception ULCOs issued under UGC 11.9.

TFC PROJECT NO.

PROPOSED CHANGE ORDER NO.

DATE

This Proposed Change Order was initiated

by _____

Your early response is solicited

by _____
Signature

Architect / Engineer

ROUTING INFORMATION

1. Architect / Engineer prepare Proposed Change Order (PCO) in Impact and assign PCO number. Prepare and upload form "A", along with any attachments and transmit to Contractor via Impact.

2. Contractor prepare Form "B." Respond to PCO in Impact, upload Form "B" and transmit to Architect / Engineer.

3. Architect / Engineer review Form "B" and prepare Form "C". Upload Form "C" and transmit to TFC via Impact.

4. TFC staff review all documents, fill in amounts on CHANGE ORDER form, assign CHANGE ORDER NUMBER, and endorse. Transmit to Using Agency via email/Impact.

5. Using Agency review all documents and endorse CHANGE ORDER form. Transmit to TFC via Impact.

6. TFC final Approval. Transmit copies of all documents to all parties via Impact.



CONTRACTOR'S Proposed Change Order Form	B
--	----------

TO: Architect / Engineer

The following is a detailed cost breakdown, including both materials and labor for all additions to and/or deductions from the contract sum if the change described on form A is accepted. (Additional data necessary to support itemized figures is attached and identified below.)

TFC PROJECT NO.

PROPOSED CHANGE ORDER NO.

DATE

☒ Is this PCO a ULCO?

Total Addition / Deduction (circle one) to CONTRACT SUM if accepted:

\$ _____

Request is made for addition of _____ CALENDAR DAYS to the contract period.

The above proposal is submitted for your consideration. The undersigned contractor understands and agrees that this proposal is not considered finalized until an executed Change Order is issued through the EPMCS. Work will not commence until the executed Change Order is issued with the exception of ULCOs issued under UGC 11.9.

Authorized Signature

Name of Contracting Firm



ARCHITECT'S

Proposed Change Order Form

C

TO: Texas Facilities Commission

AND: _____
PM/ODR

The Proposed Change Order Documents are presented for your consideration and approval. The Contractor's Form "B" has been reviewed and it is recommended for approval by the undersigned. Acceptance of this change is recommended for the following REASON and JUSTIFICATION.

TFC PROJECT

PROPOSED CHANGE ORDER NO.

DATE

REASON:

JUSTIFICATION:

Work shall not commence until an executed Change Order is issued through the EPMCS with the exception ULCOs issued under UGC 11.9.

Respectfully submitted

by

Signature

Architect / Engineer



TEXAS FACILITIES COMMISSION
FACILITIES DESIGN AND CONSTRUCTION
P. O. BOX 13047, AUSTIN, TEXAS 78711
TELEPHONE: (512) 463-3417

**TIME
CHANGE ORDER**
FOR TIME EXTENSIONS

TFC PROJECT NO. _____

ARCHITECT/ENGINEER

CONTRACTOR

Firm Name _____

Firm Name _____

Project Title _____

Address _____

Address _____

Project Site _____

City & State _____

City & State _____

Agency _____

Contract Date _____

Work Order Date _____

Original Contract Period _____

Original Completion Date _____

NOTE TO CONTRACTOR: List all time periods for which the request is being made. Give the month and days in each period and the reason this period was lost. If necessary, in order to document loss, use additional sheets or attach substantiating evidence.

Change Request No. _____

Change Order No. _____

Architect/Engineer _____

By FDC Division _____

T-

Gentlemen:

The following time was lost due for reasons beyond the control of this Contract: (Indicate losses resulting from?)

Signed _____

Contractor



FINAL PAYMENT CHECKLIST

TFC Project No.: _____

Project Name: _____

Location: _____

1. Contractor Obligations to TFC:

- ☐ Original Certificate of Substantial Completion transmitted to TFC
- ☐ Letter of Guarantee, Warranty transmitted to TFC
- ☐ List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to TFC
- ☐ Release of Lien by Subcontractors/Suppliers transmitted to TFC
- ☐ One final copy of Close-out and As-Built Documents transmitted to TFC (hard copy and electronic files)
- ☐ Consent of Surety for release of final payment transmitted to TFC
- ☐ TDLR inspection performed for TAS compliance and non-compliant items corrected.
- ☐ Final HUB PAR form transmitted to TFC

Where applicable due to special conditions, retainage is held for reasons stated in project record. See project record.

Contractor certifies that the items indicated above have been completed

By Contractor _____

Date _____

Architect/Engineer

- ☐ Completed Substantial Completion Inspection and Final Punchlist
- ☐ All contract Change Orders processed to effect final payment
- ☐ Final copy of Close-out Documents and As-Built Documents received and project specifications met
- ☐ A/E certification and recommendation to Owner of Contractor's final payment transmitted to TFC

Architect/Engineer certifies that all items indicated above (including Contractor items) have been completed

By A/E _____

Date _____

PM certifies that all items indicated above have been completed satisfactorily and that all items have been properly filed at TFC

By PM _____

Date _____

2. Architect/Engineer Obligations to TFC:

- ☐ Project rendering transmitted to TFC (where applicable)
- ☐ One copy Record Construction Drawings transmitted to TFC (hard copy, PDF, and upload to Projectmates)
- ☐ One copy Record Project Manual / Specification transmitted to TFC (hard copy, PDF, and upload to Projectmates)
- ☐ CAD Record Drawing files transmitted to TFC (disks and upload to Projectmates)
- ☐ Copies of all reimbursable receipts transmitted to TFC
- ☐ Copies of final HUB PAR forms transmitted to TFC
- ☐ A/E certification of no asbestos used in work transmitted to TFC

Where applicable due to special conditions, retainage is held for reasons stated in project records. See project record.

BIM Manager certifies that all electronic Record Documents have been received and are in conformance with the 2018 A/E Guidelines (for new construction projects only).

By BIM Manager _____

Date _____

Architect/Engineer certifies that all items indicated above have been completed.

By A/E _____

Date _____

PM certifies that items indicated above have been received and properly filed at TFC. Additionally, the PM has reviewed the A/E agreement for all fee considerations.

By PM _____

Date _____

*PM to submit final executed copy to Legal Services for filing with the AE and Construction contracts.

*PM Refer to the Project Execution Plan for final TFC Project closeout documentation requirements.



Warranty Transmittal Letter

To: Texas Facilities Commission
Facilities Design and Construction Division
P.O. Box 13047
Austin, Texas 78711-3047

From: _____

Project Number: _____

Project Name: _____

As requested by TFC, the close-out information for the above referenced project is as follows:

Substantial Completion Date: _____

(Attach a copy of the Substantial Completion)

A **listing of the warranties** provided by the Contractor, as required by the Contract Documents.

Warranty	Date Ends	Length of Warranty
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(If more space is needed, please attach additional sheet.)

A listing of Subcontractors and Material Suppliers, with contact person's name and phone number.

(Please attach additional sheet.)

NON-USE OF ASBESTOS CONTAINING MATERIALS AFFIDAVIT - CONTRACTOR

STATE OF TEXAS §
 §
COUNTY OF _____ §

Project Name: _____

Project Number: _____

By the signature below, the signatory for the Contractor certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm providing Construction Services for this project, including Subcontractors, have utilized materials, procedures or processes that knowingly or intentionally contain asbestos materials.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

State of Texas

County of _____

Sworn to and subscribed before me on the _____ day of _____, 20__ by _____
(name/signature of signer) the undersigned authority on behalf of said Contractor.

(Personalized Seal)

Notary Public's Signature

My commission expires: _____

**ROOFING GUARANTEE
FOR THE
TEXAS FACILITIES COMMISSION**

In accordance with the contract between the Texas Facilities Commission and

_____ for Project No. _____ for the
construction of _____
_____ at _____

the Prime Contractor and the Roofing Contractor, jointly and individually, hereby guarantee the project roofing system and its components against defects of materials and workmanship for a period of five (5) years from the date of project acceptance, or occupancy by the State if earlier. Damage or defects due to natural disasters, design deficiencies or misuse by building occupants or others shall not be covered by the guarantee.

This guarantee requires that all building materials damaged by roof leaks and all defective roof system components shall be promptly and properly repaired or replaced by the Contractors, entirely at their expense, upon written notification by the Owner that defects have been observed during the guarantee period.

Roofing system components covered by the guarantee shall include necessary sheet or extruded metal work, roofing membranes, surfacings, flashings, rigid insulation, vents and other specified accessories, and supporting decks and walls directly affecting the performance of the roofing system. Illustrative defects to be corrected under the terms of the guarantee include, but are not limited to, the following: leaks, unusual deterioration, excessive shrinkage, bare spots, blisters, fishmouths, ridges, wrinkles, buckles, splits, slippage, extensive ponding (if not due to design), improper drainage slopes and inadequate attachment to substrates.

The guarantee for projects involving the rehabilitation or replacement of existing roofing systems shall cover both the new work required by the contract and, unless excluded by specification, the remaining portions of the existing systems. Failures due to defective substrates uncovered by the Contractors but not reported to the Owner for timely correction shall be covered by the guarantee.

IN WITNESS WHEREOF, this instrument has been duly executed this _____ day
of _____, 19_____.

Authorized Signature

Authorized Signature

Title

Title

For:

Name of Prime Contractor

Name of Roofing Contractor

Address

Address

City, State, Zip Code

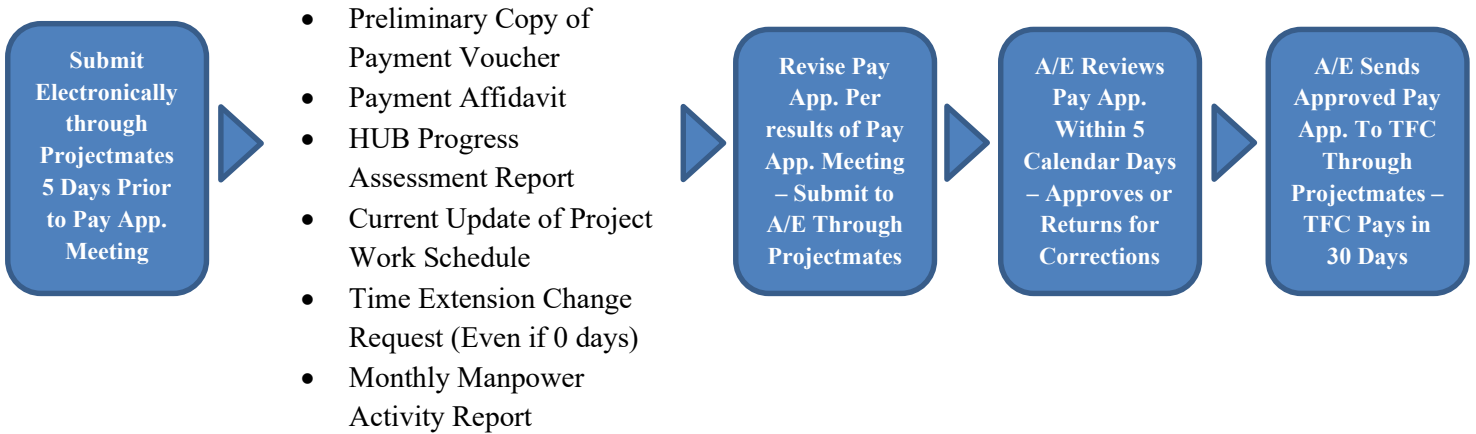
City, State, Zip Code

Telephone

Telephone

Pre-Construction Conference Invoice Flowcharts

A. Monthly Payment Voucher Process:

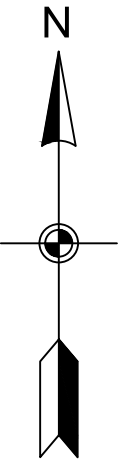
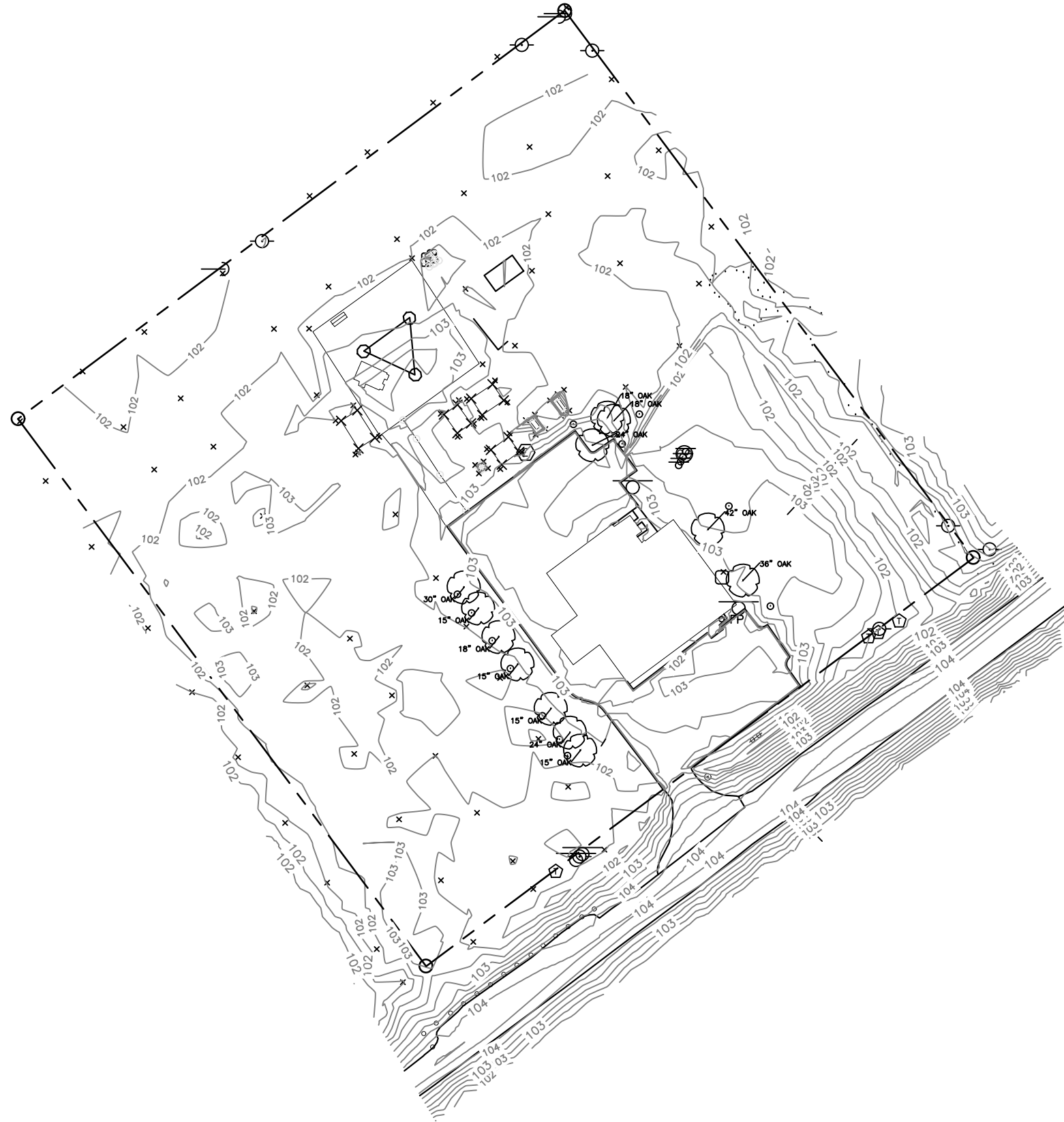


Project Closeout and Training Matrix

Project: 18-xxx-xxxx

Division / Description	Spec. Section	Record Submission	O&M Manuals	Equipment to be Furnished	Training	Testing	Manuf. Warranty	Extra Materials
00 - Procurement and Contracting Requirements								
Uniform General Conditions 2010	UGC 2015		9.1.1 Prior to Substantial Completion				11.1 11.2	
01 - General Requirements								
Submittal Procedures	01330							
Closeout Procedures	01770							
Project Record Documents	01781							
Operation & Maintenance Data	01782							
Demonstration and Training	01820							
07 - Thermal & Moisture Protection								
Roof Accessories	07720							
Joint Sealants	07920							
08 - Doors & Windows								
Interior Aluminum Frames	08125							
Aluminum Windows	08520							
09 - Finishes								
Acoustic Panel Ceilings	09511							
10 - Specialties								
Louvers and Vents	10200							
13 - Special Construction								
Lighting Controls	13945							
Fire Alarm	13851							
15 - Mechanical								
Basic Mechanical	15050							
Hydronic Piping	15181							
Plumbing Fixtures	15410							
Centrifugal Fans	15837							
16 - Electrical								
Basic Electrical	16050							
Grounding and Bonding	16060							
Raceways and Boxes	16130							
Switchgear	16430							

This is a sample only. Fill in information relevant to the project



NOTES:

1. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATES SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD83) (2011), EPOCH 2010.0000, ESTABLISHED USING STATIC GPS SESSIONS AND BASE STATION RTK METHOD. COORDINATES ARE SURFACE VALUES EXPRESSED IN US SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00013.

2. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) COMPUTED USING GEOID18, ESTABLISHED USING DIGITAL LEVELING METHODS.

**GEOTECHNICAL INVESTIGATION
US 59 CSJ 008-07-145 FROM FM961 TO BU 59 NORTH OF EL CAMPO
PROPOSED PIERCE DPS OFFICE EXPANSION
WHARTON COUNTY, TEXAS**

REPORT NO. 1140280102
DRAFT

Reported to:

GFT INFRASTRUCTURE, INC.

Houston, Texas

Reported by:

GEOTEST ENGINEERING, INC.

TBPE Registration No. F-410

5600 Bintliff Drive

Houston, Texas

January 28, 2026



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Report No. 1140280102

DRAFT

January 28, 2026

Ms. Tanya Fox Lindquist, PE
Vice President | Senior Team Leader
GFT Infrastructure, Inc.
3200 Southwest Fwy, Suite 1600
Houston, Texas 77027

**Re: Geotechnical Investigation
US 59 CSJ 008-07-145 from FM961 to BU 59 North of El Campo
Proposed Pierce DPS Office Expansion
Houston, Texas**

Dear Ms. Lindquist:

Presented herein is the draft geotechnical report for proposed Pierce DPS office expansion as part of the referenced project. This study was authorized through additional supplemental cost proposal dated October 7th, 2025.

We appreciate this opportunity to be of service to you. If you have any questions regarding this report, or if we can be of further service to you, please call us.

Sincerely,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410

THIS PRELIMINARY DOCUMENT IS FOR
INTERIM REVIEW AND NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR PERMIT
PURPOSES

MOHAN BALLAGERE, P.E.

87622
TEXAS SERIAL NO.

1/28/2026

Xiaoyan Zhao, E.I.T
Assistant Project Manager

Mohan Ballagere, P.E.
Vice President

MB/xz/ego

Copies Submitted: (1)

PC38\GEOTECHNICAL\40280102D DPS.DOC

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Corrosivity Tests Report

EXECUTIVE SUMMARY

Geotest Engineering, Inc. is pleased to present the results of the geotechnical investigation performed for the proposed Pierce DPS expansion in Wharton County, Texas. The project includes relocation of DPS office building including septic tank and employee and public parking lots. The detailed project description is presented in Section 1.1 of this report.

This investigation included drilling and sampling of seven (7) soil borings to depths ranging from 10 to 30 feet, performing laboratory tests on soil samples recovered from borings, performing engineering analyses and developing geotechnical recommendations for office building relocation including septic tank and employee and public parking lots and preparing a geotechnical report.

The principal findings and conclusions developed from this investigation are as follows:

- As shown on boring logs GB-1 through GB-7, the surficial soils below the existing natural grade consist of cohesive soils or cohesive soils underlain by cohesionless soils to the explored depth of 10 to 30 feet. The cohesive soils consist of stiff to very hard dark gray, brown, brown and gray, yellowish brown and gray, reddish brown and gray fat clay, fat clay with sand, lean clay and sandy lean clay. The cohesionless soils consist of compact to very dense brown silty sand and poorly graded sand with silt. The fill material consisting of hard dark gray fat clay with grass roots and ferrous nodules were encountered to depths of 5 feet in borings GB-5 and GB-6.
- No groundwater was encountered during drilling for all the borings drilled for this study.
- Based on a review, no documented faults were identified in the vicinity of site. Hence, a Phase I Geological Fault Study may not be warranted for this project.
- The foundation recommendations for proposed DPS office building and septic tank are described in Section 5.2 of this report.

- The open excavation stability, groundwater control and bedding and backfill for yard piping are described in Section 5.4 of this report.
- The construction considerations for the foundation construction are presented in Section 6.0 of this report.

1.0 INTRODUCTION

Geotest Engineering, Inc. (Geotest) is pleased to present the results of the geotechnical investigation performed for the proposed DPS office relocation located at 19692 US-59, El Campo, Wharton County, Texas. This study was authorized through additional supplemental cost proposal dated October 7th, 2025.

1.1 Project Description

The project includes construction of relocated Pierce DPS office building, potential septic tank and employee and public parking lots. The relocated office is a one story building with approximately 6,500 sq. ft. and potential septic tank (diameter is not known at this time) is about 15 feet deep. The project vicinity map is shown on Figure 1.

1.2 Purpose and Scope

The purposes of our study are to evaluate the soil and groundwater conditions at the project site and to provide geotechnical recommendations for the design and construction of the proposed DPS office expansion including septic tank and employee and public parking lots.

The scope of this study included the following tasks:

- Providing utilities clearance for boring locations by calling Texas One Call and coordinating with representatives of utility companies to clear the marked boring locations.
- Drill and sample seven (7) borings with depths from 10 to 30 feet for the proposed building, septic tank and parking lots.
- Grout all borings with cement bentonite grout after water level reading or completion of drilling.

- Perform laboratory tests in accordance with ASTM methods on representative soil samples to evaluate the engineering properties of the soils.
- Perform engineering analyses to develop geotechnical recommendations for the proposed office building expansion, septic system and employee and public parking lots. As a minimum, the geotechnical recommendations will include foundation type, depth and allowable bearing capacity for the proposed office building, septic tank including seismic classification and site class, corrosivity of soil, pavement recommendations for light, medium and heavy loads including subgrade stabilization, site preparation, groundwater control, structural fill requirements and construction considerations.
- Prepare and submit an engineering report containing a plan showing the locations of the borings, logs of the borings along with all the test data and recommendations as outlined above.

2.0 FIELD INVESTIGATION

Subsurface conditions were explored by drilling and sampling seven (7) borings (GB-1 through GB-7). Borings GB-1 through GB-3 were drilled in the proposed office building area each to a depth of 30 feet; borings GB-4, GB-6 and GB-7 were drilled in the proposed parking area each to a depth of 10 feet and boring GB-5 was drilled for the proposed septic tank with a depth of 25 feet. All borings were drilled with a truck mounted drilling rig. A summary of completed borings information (boring depth and ground surface elevation) is provided in Table 1. The approximate locations of completed borings are shown on Figure 2, Plan of Borings.

Samples of cohesive soils were obtained with a 3-inch diameter thin-walled tube sampler in general accordance with ASTM Method D 1587. Granular soils were sampled with a 2-inch diameter split-barrel sampler in general accordance with ASTM Method D 1586. Each sample was removed from the sampler in the field by our soils technician, carefully examined, and classified according to the Unified Soil Classification System (USCS). Suitable portions of each sample were wrapped and sealed in the field and transported to Geotest's laboratory. The shear strength of cohesive soil samples was estimated in the field using a calibrated hand pocket penetrometer. TxDOT Cone Penetrometer Tests (Tex-132-E) were performed at approximate 5-foot intervals throughout the depth of each boring. Results of the tests are recorded on the boring logs as the number of blows for the first and second 6 inches of penetration at the respective test depths.

Detail descriptions of the soils encountered, together with recorded blow counts from TxDOT Cone Penetrometer Tests, are provided on the boring logs presented on Figures A-1 through A-7 in Appendix A. A key to symbols and terms used on the boring logs is given on Figure A-8 in Appendix A. The consistency (strength description) of cohesive soils is based on test data from triaxial compression test (TAT) and TxDOT cone penetrometer data, where TAT data is not available.

3.0 LABORATORY TESTS

A laboratory test program was developed to measure pertinent physical and strength characteristics of representative samples from the field exploration. Classification tests were performed on selected samples to aid in soil classification. All geotechnical tests were performed in accordance with TxDOT procedures and ASTM procedures where TxDOT procedures are not available.

Undrained shear strengths of selected cohesive soil samples were measured by unconsolidated-undrained (U-U) triaxial compression (Tex-118-E) tests. Shear strengths of cohesive samples were also estimated in the field using a calibrated hand pocket penetrometer, and in the laboratory with a Torvane.

Moisture content and dry unit weight were measured for each U-U triaxial compression test sample. Moisture content measurements (Tex-103-E) were also conducted on most samples to identify the moisture profile at each boring location. Liquid and plastic limit tests (Tex-104-E, Tex-105-E) were performed on selected cohesive and semi-cohesive samples to measure soil plasticity characteristics and to aid in soil classification. Sieve analysis (Tex-110-E) were performed on selected samples to provide information on grain size distribution. Consolidation characteristics of selected cohesive samples were measured by performing one-dimensional consolidated tests to provide a basis for estimating settlements, and for predicting the time-rate of settlement. One one-dimensional consolidation test with a hysteresis loop and a measured final rebound, was performed in accordance with ASTM D 2435.

The results of all tests are plotted or summarized on the boring logs GB-1 through GB-7 and are presented on Figures A-1 through A-7 in Appendix A. The laboratory test results are also summarized in tabular form presented on Figures B-1 through B-7 in Appendix B. The grain size distribution curves are shown on Figure B-8 in Appendix B.

The laboratory Corrosivity tests including pH, Chloride, Sulfate and Resistivity tests were performed on selected samples. The summary of laboratory corrosivity test results are provided in section 4.2.6 of this report and are also presented in Appendix C.

4.0 SITE GEOLOGY AND GENERAL SUBSURFACE CONDITIONS

4.1 Site Geology

4.1.1 Geology Formation

The geology of Wharton County is characterized by three formations, Beaumont, Lissie and Alluvium. The Beaumont, located in the southeastern portion of the county, the Lissie, located in the northwest and the Alluvium, located near the coastal and creek area.

Both the Beaumont and Lissie formations are a part of the fluvial and marine coastal complex resulting from the glacial cycles within the Pleistocene/Holocene epoch. Seaward the lithologies are primarily dominated by clays, often interspersed with coarser sediments, primarily silts and sands. The clays of the Beaumont formation are overconsolidated and slickensided as a result of exposure to weathering during glacial retrenchment and cyclic wetting and drying. Northern portions of Harris County are under the influence of the drainage systems established by rivers such as the Brazos and the San Jacinto. The lithologic pattern generally includes silt, sand and clay with minor amounts of calcareous nodules and iron oxide. Various mineral impregnations are associated with the lithologies. Primary among these are the ferruginous-iron-based and calcareous minerals, which include calcium carbonate. These minerals impart an acidic or alkaline characteristic to soils.

Based on the Geologic Atlas of Texas (Bureau of Economic Geology, University of Texas, 1982), the project site lies within the boundaries of the Beaumont Formation surface exposure. The clays and sands of the Beaumont Formation are over-consolidated as a result of desiccation from frequent rising and lowering of the sea level and the groundwater table. Consequently, clays of this formation have moderate to high shear strength and relatively low compressibility. The sands of the Beaumont Formation are typically very fine and often silty. Further, there is occasional evidence in the great Houston area of the occurrence of cemented material (sandstone and siltstone) deposits within the Beaumont Formation.

4.1.2 Surface Faults

A review of information in the Geotest library relating to known surface and subsurface geologic faults, in the general area of the project site, was performed. The information consisted of U. S. Geological Survey and NASA maps, open file reports, and information contained in our files relating to geologic faults in this area. Based on a review, no documented faults were identified in the vicinity of site. Hence, a Phase I Geological Fault Study may not be warranted for this project.

4.2 Subsurface Conditions

4.2.1 Existing Pavement

All the borings were drilled in the grass area.

4.2.2 Soil Stratigraphy

Based on the subsurface soils encountered in the discrete boreholes drilled at the project site, one (1) boring log profile was developed and is presented on Figure 3. To the left of each boring shown on the profile is an indication of the consistency or relative density of each stratum. More than one consistency or relative density for an individual stratum indicates that the consistency or relative density is different at different depths within the stratum. For cohesive soils, consistency is related to the undrained shear strength of the soil. For granular soils, the relative density is related to the standard penetration test (blows per foot) of the soil. The symbols and abbreviations used on boring log profiles are given on Figure 4. To the right of each boring shown on the profile is the overall classification of the soil contained within each stratum. The classification is based on ASTM D2487.

As shown on boring logs GB-1 through GB-7, and as shown on boring log profile presented on Figure 3, the surficial soils below the existing natural grade consist of cohesive soils or cohesive

soils underlain by cohesionless soils to the explored depth of 10 to 30 feet. Fill material was encountered at depths of 0 to 5 feet in borings GB-5 and GB-6. The cohesive soils consist of stiff to very hard dark gray, brown, brown and gray, yellowish brown and gray, reddish brown and gray fat clay, fat clay with sand, lean clay and sandy lean clay. The cohesionless soils consist of compact to very dense brown silty sand and poorly graded sand with silt.

The fat clay and fat clay with sand are of high to very high plasticity with liquid limits ranging from 53 to 70 and plasticity indices ranging from 31 to 42. The lean clay and sandy lean clay are of medium to high plasticity with liquid limits ranging from 35 to 48 and plasticity indices ranging from 17 to 28. The fines content (passing # 200 sieve) of fat clay and lean clay ranges from 85.1 to 96.9 percent. The fines content of fat clay with sand ranges from 72 to 84.2 percent and the fines content of sandy lean clay ranges from 53.4 to 58.2 percent. The fines content of silty sand ranges from 21.5 to 23.9 percent and the fines content of poorly graded sand with silt is about 11.1 percent. A complete description of the soils encountered on the boring logs GB-1 through GB-7 are presented on Figures A-1 through A-7 in Appendix A.

4.2.3 Potential Vertical Rise

Design of the foundation systems for the proposed DPS office buildings requires consideration of the potential surface heave and shrinkage of the site. Surface heave results from the volumetric expansion of soils as results of moisture absorption. Volumetric expansion of soils is a function of the type and amount of clay minerals and the physical state of soils (i.e., moisture content and density, or degree of overconsolidation). Just as soils are subjected to expansion, they may also experience shrinkage during periods of dry weather as moisture evaporation occurs at the ground surface and the groundwater table lowers.

Estimates of surface heave, or Potential Vertical Rise (PVR) were computed based on correlations of percent free swell with soil index properties, using TxDOT Test Method Tex-124-

E¹ and methods proposed by Vijayvergiya and Ghazzaly (1973)² and Vijayvergiya and Sullivan (1972)³. Based on soil plasticity, range of anticipated moisture content and total unit weight profile of the near surface soils at the site, the PVR at the structure locations was estimated in the upper 8-foot zone, and listed in the table below. Since the initial physical state (i.e., moisture content and density) of in-situ soils is the basis for computing the potential for further expansion and resulting ground surface heave, the actual PVR of the site will be highly dependent upon moisture regime of soils during and after the time of construction. Preserving the moisture contents of the near surface very high plasticity clay soils or replace the soils with low plasticity soils (including lime stabilizing the onsite soils) is critical to reduce the potential for excessive surface heave and shrinkage.

Structures	Boring No.	PVR				Soil Improvements
		Existing Condition	Dry Condition	Average Condition	Wet Condition	
Office Building	GB-1 thru GB-3	2.56	2.56	1.87	1.11	Replace top 36 inches with select fill considering existing grade

4.2.4 Groundwater

No groundwater was encountered during drilling for all the borings drilled for this study.

However, it should be noted that various environmental and man-made factors such as amount of precipitation, nearby subsurface construction activities, and change in area drainage can substantially influence the groundwater level.

¹ Texas Department of Transportation, Manual of Testing Procedures, Volume 1, 100-E Series, September 1995

² Vijayvergiya, V.N. and Ghazzaly, O., "Prediction of Swelling Potential for Natural Clays," Proceedings, The 3rd International Conference on Expansive Soils, August 1973.

³ Vijayvergiya, V.N. and Sullivan, R., "Simple Technique for Identifying Heave Potential," Proceedings, Workshop on Expansive Clays and Shales in Highway Design and Construction, 1972.

4.2.5 Environmental Concerns

No environmental concerns were noticed during drilling of all soil borings at DPS office expansion site for this study.

4.2.6 Corrosivity Tests

The laboratory Corrosivity tests including pH, Chloride, Sulfate and Resistivity tests were performed on selected samples. The summary of laboratory corrosivity test results are provided in the table below and are also presented in Appendix C.

Boring No:	Sample No:	Depth, ft.	pH	Resistivity (ohm-c)	Chloride (mg/kg)	Sulfate (mg/kg)
GB-2	S-1 to S-5	0-10	8.5	2590	117	17.5
GB-5	S-1 to S-7	0-15	9.2	1630	26.8	51.5

Action Levels

pH	Degree of Corrosivity	Soil Resistivity, Ohm-cm	Degree of Corrosivity	Chloride Concentration, ppm	Degree of Corrosivity	Sulfate Concentration, ppm	Degree of Corrosivity
<5.5	Severe	0-500	Very Corrosive	Over 5,000	Severe	Over 10,000	Very Severe
5.5-6.5	Moderate	500-1,000	Corrosive	1,500 – 5,000	Considerable	1,500 – 10,000	Severe
6.5-7.5	Neutral	1,000-2,000	Moderately Corrosive	500-1,500	Corrosive	150-1,500	Moderate
>7.5	Negligible	2,000-10,000	Mildly Corrosive	Below 500	Threshold	0-150	Negligible
		Above 10,000	Negligible				

Ref: Pipeline Corrosion and Cathodic Protection, third edition by Marshall E. Parker and Edward G. Peattie.

Based on the corrosivity test results and action levels tables shown above, the degree of corrosivity of the DPS office expansion site soils is negligible in terms of pH, mildly to moderately corrosive in terms of resistivity, threshold in terms of chloride concentration and negligible in

terms of sulfate concentration. Based on mildly to moderately corrosive nature of soils in terms of soils resistivity as shown in borings GB-2 and GB-5, protective measures such as cathodic protection or cement grout coating may be required for any ductile iron pipe used. The details of the protective measures should be performed by program corrosion specialist.

5.0 GEOTECHNICAL RECOMMENDATIONS

5.1 General

Based on information provided, no flood level information was available for the project site, hence, the foundation recommendations are based on subsurface soil and groundwater conditions encountered in borings GB-1 through GB-3 drilled at the office building area and GB-5 at septic tank location.

5.2 Foundation

The project includes construction of one-story office building with approximate area of 6,500 sq ft, a septic tank (diameter is not known at this time) approximately about 15 feet deep and associated driveways and parking areas.

5.2.1 Building Foundation Type, Depth and Allowable Bearing Pressure

The allowable bearing pressure of the bearing stratum depends on the size, shape, and depth of the foundations as well as the loading conditions. The total loads should include dead, live and transient loads, while the sustained load should include the dead load and sustained live load. The larger the foundation area provided by the total loads or the sustained loads should be used in designing the foundation size.

Floor Slabs. Due to high plasticity clay soils encountered at the site, the floor slabs should be supported on at least 36 inches of inactive fill material. The inactive fill material should be select structural fill meeting the criteria described in Section 6.5, "Site Preparation and Structural Fill Requirements." Alternatively, the floor slabs can be designed as structurally supported slab suspending 6 inches above the existing grade.

Slab on Grade Footings or Drilled and Underreamed Footings and Mat Foundations. The foundation systems for various structures/facilities may include slab on grade footings, drilled and

underreamed footings and mat footings. Based on the foundation soils revealed by the borings in or near the structural/facility footprint area and the dimension and depth of the proposed structure available to us, the foundation recommendations with respect to the recommended foundation type, recommended foundation depth and net allowable bearing pressure were developed and are given below.

Structure	Borings	Recommended Foundation		Foundation Subgrade Preparation ⁽²⁾	Net Allowable Bearing Pressure, psf.	
		Footing Type	Approximate Bottom Depth, ft. Below Existing Grade		Total Loads ⁽¹⁾	Sustained Loads ⁽¹⁾
Office Building	GB-1 through GB-3	Slab on Grade	2	Remove and Replace 3-foot with Structural Fill	3,750	2,500
		Drilled and ⁽³⁾ Underreamed	8	Remove and Replace 3-foot with Structural Fill for floor slab or structural slab for the floor	6,000	4,000
Septic Tank	GB-5	Mat foundation	15	--	3,250	2,160

Note:

(1) The total loads should include dead, live and transient loads, while the sustained load should include the dead load and sustained live load. These allowable bearing pressures contain safety factors of 2 for total loads and 3 for sustained load conditions. The larger the foundation area provided by the total loads or the sustained loads should be used in designing the foundation size.

(2) The requirements of structural fill materials are described in section 5.1.5 of this report.

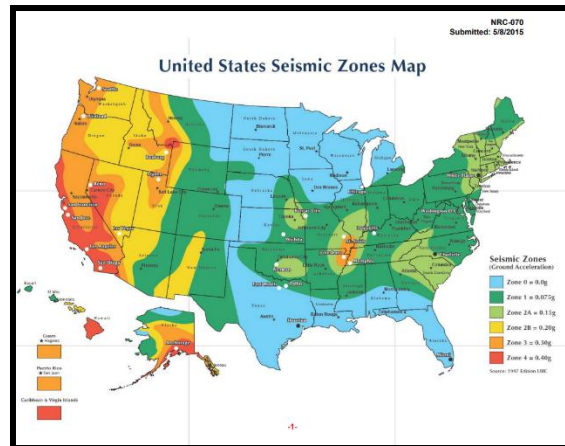
(3) It is recommended that the drilled and underreamed footings be designed with a bell-to-shaft ratio of 2 to 1 for bell and the angle of underreamed footings can be 60 degrees. If design bell size cannot be achieved due to excessive sloughing or caving-in, the ratio should be reduced. In extreme cases, a ratio of 1 to 1 (straight shaft) is required and the column footings will have a minimum clear spacing 1 times of B (where B is the diameter of the larger adjacent bell).

5.2.2 Foundation Settlement

Depending upon the footing size and magnitude of the sustained footing pressure, some total and differential settlements should be anticipated due to consolidation of the foundation soils. Although detailed settlement analysis was not within the scope of the study, it is believed that the footings designed in accordance with the above recommendations should experience small acceptable settlements. Small differential settlement may also result from variation in subsurface condition across the site, loading conditions and construction procedures.

5.2.3 Seismic Consideration and Site Class

According to the 2018 International Building Code (IBC), the project site is classified as Soil Site Class D with Risk Category III, and Seismic Design Category D for seismic design in accordance with ASCE/SEI 7-16. Further, based on United States Seismic Zone Map (NRC-070), Wharton County is in Seismic Zone 0.



Source: <https://www.nrc.gov/docs/ML1513/ML15131A128.pdf>

5.2.4 Site Preparation and Structural Fill Requirements

The site should be cleared, grubbed and stripped of all organic material, soft soils and foreign material from the building and paved area. Precautions must be taken to prevent ponding of water at this site, pumping may occur if the site becomes wet. **When site becomes wet, the following preparations are recommended:**

- **Digging temporary ditches to drain the ponding water; and**
- **Removing wet and softened soils to appropriate depths where firm soils are obtained.**

Should any structural fill required to raise the grade or backfill grub holes should consist of sandy lean clay or lean clay with a Liquid Limit less than 40 and a Plasticity Index between 12 and 20. The fill material shall be placed in loose lifts not exceeding 8 inches and should be compacted to 98 percent of the maximum dry density in building footprint area and 95 percent of maximum dry density in all other area, as determined by ASTM D 698-78. The structural fill should be extended at least 5 feet beyond the plan area of the structure.

5.2.5 Building Slab Construction

Based on the plasticity characteristics and the physical state of the subgrade soils at this site, the shallow surface soils possess moderate to high potential for swelling and shrinking, hence the floor slab should be supported on inactive fill material following the recommendations outlined in Section 5.1.1. The bottom of grade beams should be placed at least 24 inches below prepared grade to reduce moisture changes under the slab. During construction, however, it is essential that the finished surface be protected from excessive drying. A modulus of subgrade reaction value of 50 pci can be used for design of floor slabs.

5.2.6 Landscaping

It is recommended that no large trees exist or be planted within 15 feet of the building and preferably within the mature drip line. Any flowerbeds or open lawn areas, if provided near the building areas, should have a good sprinkler system to minimize the moisture variations in the subsurface soils. It is imperative that the sprinkler systems installed in the proximity of structures be free from leaks, which could provide a continuous source of moisture and promote differential swelling of the near surface soils.

5.2.7 Surface Drainage

The following drainage precautions should be observed during construction and maintained at all time after the building has been completed:

1. All backfill soils around the building should be moistened and compacted to at least 95 percent of Standard Proctor Density (ASTM D 698).
2. The ground surface surrounding the exterior of the building should be sloped to drain away from the building in all directions.
3. Roof downspouts and drains should discharge well beyond the limits of the foundation backfill and into pipes or paved areas.

5.3 Protection of Below Grade Structures and Piping

The design of proper means for the protection of below grade structures will depend upon the potential of the aggressivity or corrosivity of soil and groundwater properties. The corrosivity test results are presented in Section 4.2.6 of this report. Based on mildly to moderately corrosive nature of soils in terms of soils resistivity as shown in borings GB-1 and GB-5, protective measures such as cathodic protection or cement grout coating may be required for ductile iron pipe (if any). The details of the protective measures should be performed by program corrosion specialist.

5.4 Proposed Excavations for Yard Piping

The following subsections provide information for the design and construction of the yard piping (pipelines with varying diameter and placed at depths less than 10 feet) that will be installed by the open cut method of construction.

5.4.1 Geotechnical Parameters

Based on the soil conditions revealed by the borings, geotechnical parameters were developed for the design of open cut construction for proposed yard piping installation. The design parameters are provided in Table 2. For design, the groundwater level should be assumed to exist at the ground surface since these conditions may exist after a heavy rain or flooding.

5.4.2 Excavations Stability

The open excavation may be shored or laid back to a stable slope or supported by some other equivalent means used to provide safety for workers and adjacent structures, if any. The excavating operations should be in accordance with OSHA Standards, 29 CFR 1926, Subpart P, latest revision and TxDOT “Excavation and Backfill Diagrams.”

- Excavations Shallower Than 5 Feet - For excavations that are less than 5 feet, the need for protection should be evaluated by a competent person to examine the ground for any indication of ground movement or potential cave-in. When any indication of hazardous ground movement or potential cave-in is anticipated during construction, adequate protective system should be provided even for the excavations that are shallower than 5 feet.
- Excavations Deeper Than 5 Feet - Excavations that are deeper than 5 feet should be sloped, shored, sheeted, braced or laid back to a stable slope or supported by some other equivalent means or protection such that workers are not exposed to moving ground or cave-ins. The slopes and shoring should be in accordance with the trench safety requirements as per OSHA Standards. The following items provide design criteria for excavation stability.
 - (i) OSHA Soil Type. Based on the soil conditions revealed by borings drilled for this study and assumed groundwater level at surface, OSHA soil type “C” should be used for determination of allowable maximum slope and/or the design of shoring along the yard piping alignments for full proposed depth of open excavation. For shoring deeper than 20 feet (if needed), an engineering evaluation is required.
 - (ii) Excavation Support Earth Pressure. Based on the subsurface conditions indicated by our field investigation and laboratory testing results, excavation support earth pressure diagram was developed and is presented on Figure 5. These pressure diagrams can be used for the design of temporary trench bracing.

For a trench box, a lateral earth pressure resulting from an equivalent fluid with a unit weight of 96 pcf can be used. The effects of any surcharge load at the ground surface should be added to the computed lateral earth pressures. A surcharge load, q , will typically result in a lateral load equal to $0.5 q$. The above value of equivalent fluid pressure is based on assumption that the groundwater level is near the ground surface since these conditions may exist after a heavy rain or flooding.

- (iii) Bottom Stability. In braced cuts, if tight sheeting is terminated at the base of the cut, the bottom of the excavation can become unstable. The parameters that govern the stability of the excavation base are the soil shear strength and the differential hydrostatic head between the groundwater level within the retained soils and the groundwater level at the interior of the trench excavation. For cut in cohesive soils, where encountered for the proposed excavation depths, the bottom stability can be evaluated as outlined on Figure 6.

5.4.3 Groundwater Control

Based on the soil conditions identified in the borings, the yard piping excavations will be in cohesive soils. For excavations in cohesive soils as predominantly encountered, groundwater may be managed by conventional pump and sump. Dewatering methods such as well point system up to excavation depth of 15 feet will be required to lower the groundwater level to at least 3 feet below the bottom of the excavation.

5.4.4 Bedding and Backfill for Yard Piping

The bedding and backfill for storm sewer pipe and storm sewer box should follow the TxDOT Houston District "Excavation and Backfill Diagrams."

5.5 Septic Tank

5.5.1 Description

The proposed septic tank will be placed at approximate depth of 15 feet. The septic tank should be excavated in general accordance with the procedures described in Section 5.5.

5.5.2 Foundation Conditions

Based on the soil conditions revealed by boring GB-5, the geotechnical design parameters were developed and are given in Table 2. The proposed septic tank placed at depths of 15 feet will be formed in very stiff fat clay.

5.5.3 Foundation Design Recommendations

Based on the subsurface conditions revealed by boring GB-5, the proposed septic tank can be supported on mat foundation. Details of mat foundation were described in Section 5.2.

The following items provide recommendations and design criteria for construction of septic tank.

- Bottom Stability. Bottom stability is described earlier in Section 5.4 under Excavation Stability.
- Lateral Earth Pressure. The pressure diagram presented on Figure 5 can be used for the design of braced excavation. The lateral earth pressure diagram presented on Figure 7 is applicable for the design of the permanent walls.
- Hydrostatic Uplift Resistance. Structures (i.e. manholes) extending below the groundwater level should be designed to resist uplift pressure resulting from excess piezometric head. Design uplift pressures should be computed based on the assumption that the water table is at ground surface. To resist the hydrostatic uplift

at the bottom of the structure, one of the following sources of resistance can be utilized in each of the designs.

- a. Dead weight of structure,
- b. Weight of soil above base extensions plus weight of structure, or
- c. Soil-wall friction plus dead weight of structure.

The uplift force and resistance to uplift should be computed as detailed on Figure 8. In determining the configuration and dimensions of the structure using one of the approaches presented on Figure 8, the following factors of safety are recommended.

- a. Dead weight of concrete structure, $Sf1 = 1.10$,
- b. Weight of soil (backfill) above base extension, $Sf2 = 1.5$, and
- c. Soil-wall friction, $Sf3 = 3.0$.

Friction resistance should be discounted for the upper 5 feet, since this zone is affected by seasonal moisture changes.

5.5.4 Excavation

Groundwater control should be done in accordance with Section 5.4.3 of this report.

5.5.5 Excavation

The septic tank may be constructed by retained excavations or can be installed by sunken caisson. These methods are described below:

- Retained Excavation. Retained excavations generally require less ground surface area than open-cut excavation with laid back slopes. The retention system can consist of driven sheetpile, liner plates, soldier pile/lagging, driven planking, or ring beams and timber lagging. The items pertaining to design criteria for retained

excavation stability should be in accordance with guidelines as outlined in Section 5.4.

- Sunken Caisson Installation. The caisson procedure eliminates the need for a temporary retention system. Caisson units can, however, experience problems with alignment and termination at the proper design depth. Stability considerations of the excavation bottom are similar to those for retained excavation techniques.

5.5.6 Percolation/Permeability

As shown on boring log GB-5, the surficial soils below the existing natural grade consist of low permeability fat clay of high to very high plasticity with liquid limits ranging from 58 to 70, and plasticity indices ranging from 34 to 42. The low permeability clay may lead to slow absorption, frequent backups and potential failure, thus engineered systems such as mounds or sand-lined trenches maybe required.

5.6 Pavement for Employee and Public Parking Lot

The proposed pavement area include the employee parking, public parking and driveway areas on the north and south side of the office building.

5.6.1 Design Parameters

Based on the laboratory test data obtained from the natural subgrade soils, the effective soils subgrade soil resilient modulus is estimated to be 1,941 psi. Based on estimated resilient modulus of 6-inches of lime stabilized subgrade, the effective modulus of subgrade reaction (k) is estimated to be about 49 pci.

5.6.2 Preparation of Pavement Subgrade

Subgrade preparation for the proposed pavement subgrade should consist of stripping, proof-rolling and stabilization. The following procedures for subgrade are recommended:

1. Strip the surficial soil to a suitable depth to remove all surficial debris and vegetation and to achieve grade. In any isolated area where soft, compressible or very loose soils are encountered, additional stripping may be required. Stripping should extend to a minimum of 2 feet beyond the edge of the proposed pavement.
2. The surface exposed after stripping should be proof-rolled with a minimum of 3 passes of a 30-ton pneumatic-tired roller or a heavy loaded truck utilizing a tire pressure of approximately 90 psi. If rutting develops, the tire pressure should be reduced. The purpose of the proof-rolling operation is to identify any underlying zones or pockets of soft soils and to remove such weak materials.
3. Based on the borings drilled for this project and laboratory data, the subgrade support soils consist of high to very high plasticity clay. To accelerate the construction and provide a stable subgrade on which to construct the pavement section, it is recommended that all the paved drive and parking areas be stabilized to a minimum depth of 8 inches with 6% lime (by dry unit weight of soil). This corresponds to approximately 40 pounds of lime per square yard based on a dry unit weight of 111 pcf. The actual percentage of lime must be confirmed by laboratory tests at the time of construction. Following treatment, the subgrade material should be compacted to at least 95 percent of Standard Proctor maximum density in accordance with ASTM D698, at a moisture content within 3 percent above the optimum moisture content.

5.6.3 Pavement Thickness

Traffic design data is not available for this project. However, after the subgrade is prepared as described above, the minimum recommended thickness of rigid or flexible pavement is presented below:

Type of Loads	Boring	Rigid Pavement	Flexible Pavement
Entrance (Heavy Loads, Heavy Truck traffic, 20,000 lbs)	GB-6	<ul style="list-style-type: none"> • 7-inch PCC • 8-inch 6% lime stabilized subgrade 	<ul style="list-style-type: none"> • 3-inch HMA • 6-inch Black Base or 9-inch Limestone
Parking Lot (Light Loads, Automobile Parking Areas)	GB-4 GB-7	<ul style="list-style-type: none"> • 5-inch PCC • 8-inch 6% lime stabilized subgrade 	<ul style="list-style-type: none"> • 2-inch HMA • 4-inch Black Base or 6-inch Limestone

Note: PCC = Portland Cement Concrete
 HMA = Hot Mix Asphaltic Concrete
 Modulus of Rupture of Concrete, MR = 600 psi (assumed)

We recommend that rigid pavement section be used for driveway and loading areas. As for parking areas, either rigid or flexible pavement can be used.

5.7 Borrow Material

In accordance with TxDOT Standard Specification Item 132, borrow material used to raise the grade shall consist of soil having a plasticity index not more than 15, when tested in accordance with ASTM D4318 "Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils" or as directed by the Engineer. The maximum liquid limit allowed is greater than or equal to 45, unless otherwise approved by the Engineer. The Contractor is required to inform the Engineer of the location of the pit or pits from which the fill material is to be taken and shall provide samples of the material for approval by the Engineer. All fill material shall be free from organic matter and deleterious material. The surficial high plasticity fat clay soils are not suitable as borrow material unless stabilized with sufficient lime.

6.0 CONSTRUCTION CONSIDERATIONS

6.1 Foundation Constructions

It is recommended that the footing excavation be inspected by an experienced geotechnical engineer or senior soils technician, prior to placing the concrete. The excavation should be checked to verify that (a) the footing has been constructed entirely within natural cohesive soils having adequate bearing strength and to the specified dimensions, (b) the loose cuttings and any soft-compressible materials have been removed from the bottom of the excavation.

Placement of the concrete should be accomplished as soon as possible to prevent changes in the state of stress and caving of the foundation soils. A minimum 4-inch thick seal slab of lean concrete should be placed, if concrete placement is delayed more than 6 hours after excavation or sooner if rain is forecasted and not to leave open for an extended period of time. When excavating, place mud mat or foundation base prior to placing the steel and forming the footing. No footings should be poured without the prior approval of the project Engineer, Architect or Owner's representative.

It is strongly recommended that all fill soils, if used, be inspected and tested by an experienced Soil Engineer or technician during placement to assure that proper compaction and soil types are achieved. Any soft and loose soils should be removed and replaced with select fill prior to placement of concrete.

6.2 Influence of Open Cut Excavation for Yard Piping and New Structures Near Existing Utilities

Underground utilities and adjacent structures to the excavations should be properly protected during excavations and monitored during and after the excavation

6.3 Proposed Septic Tank

Based on the cohesive soils encountered at the septic tank as revealed by boring GB-5, the caisson may be constructed by wet method. In wet method, the differential hydrostatic pressure from the groundwater level within the retained soils is balanced by maintaining a sufficient head of water or slurry within the interior of the caisson during excavation. At all times during construction by the wet method, the level of water or slurry within the caisson should be maintained above external water level. Once excavation is complete, a seal slab of appropriate thickness should be constructed by placing concrete through a tremie. Once the concrete has set and sufficient weight has been added to overcome buoyant forces, the water or slurry within the caisson can be pumped out and the structural slab constructed.

7.0 REFERENCES

1. Charles Aubeny and Robert Lytton (February 2003) "Estimating Strength Versus Location and Time in High-Plasticity Clays," Report No. FHWA/TX-03/2100-P1, Texas Transportation Institute, The Texas A & M University System, College Station, Texas
2. A. A. Saleh and Stephen G. Wright (October 1997) "Shear Strength Correlations and Remedial Measure Guidelines for Long-Term Stability of Slopes Constructed of Highly Plastic Clay Soils," Research Report 1435-2F, Center for Transportation Research, Bureau of Engineering Research, The University of Texas at Austin, Figure 3.2.

8.0 PROVISIONS

The description of subsurface conditions and the design information contained in this report are based on the test borings made at the time of drilling at specific locations. However, some variation in soil conditions may occur between test borings. Should any subsurface conditions other than those described in our boring logs be encountered, Geotest should be immediately notified so that further investigation and supplemental recommendations can be provided. The depth of the groundwater level may vary with changes in environmental conditions such as frequency and magnitude of rainfall. The stratification lines on the log of borings represent the approximate boundaries between soil types; however, the transition between soil types may be more gradual than depicted.

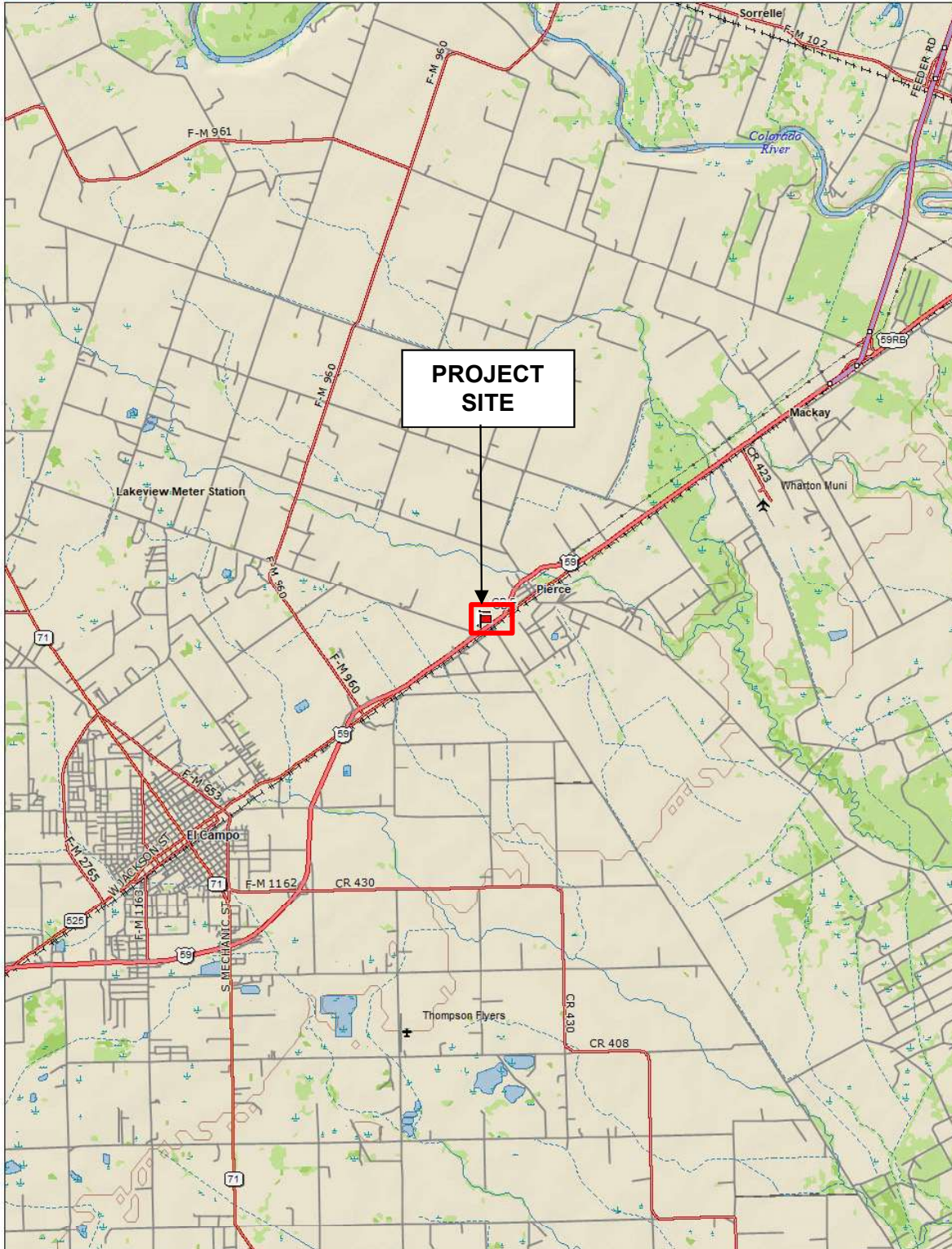
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ILLUSTRATIONS

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Uplift Pressure and Resistance.....	8



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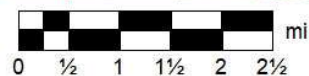
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Data Zoom 11-0

US 59; CSJ: 0089-07-145 FROM FM 961 TO BU 59 NORTH
OF EL CAMPO
PROPOSED PIERCE DPS OFFICE EXPANSION
WHARTON COUNTY, TEXAS

VICINITY MAP

Geotest Engineering, Inc.

FIGURE 1

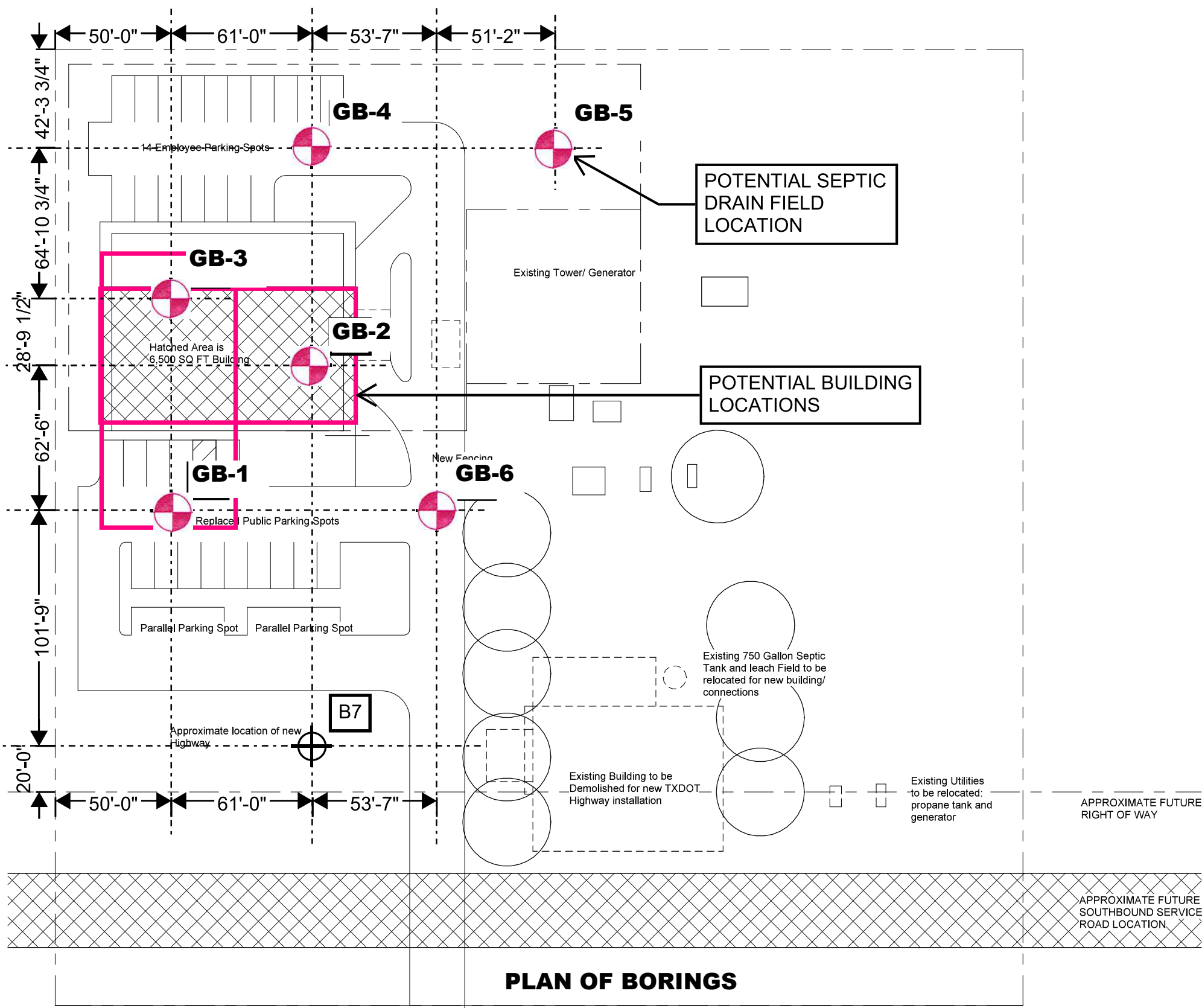
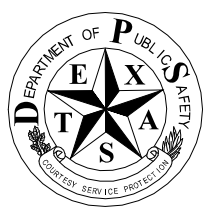


FIGURE 2



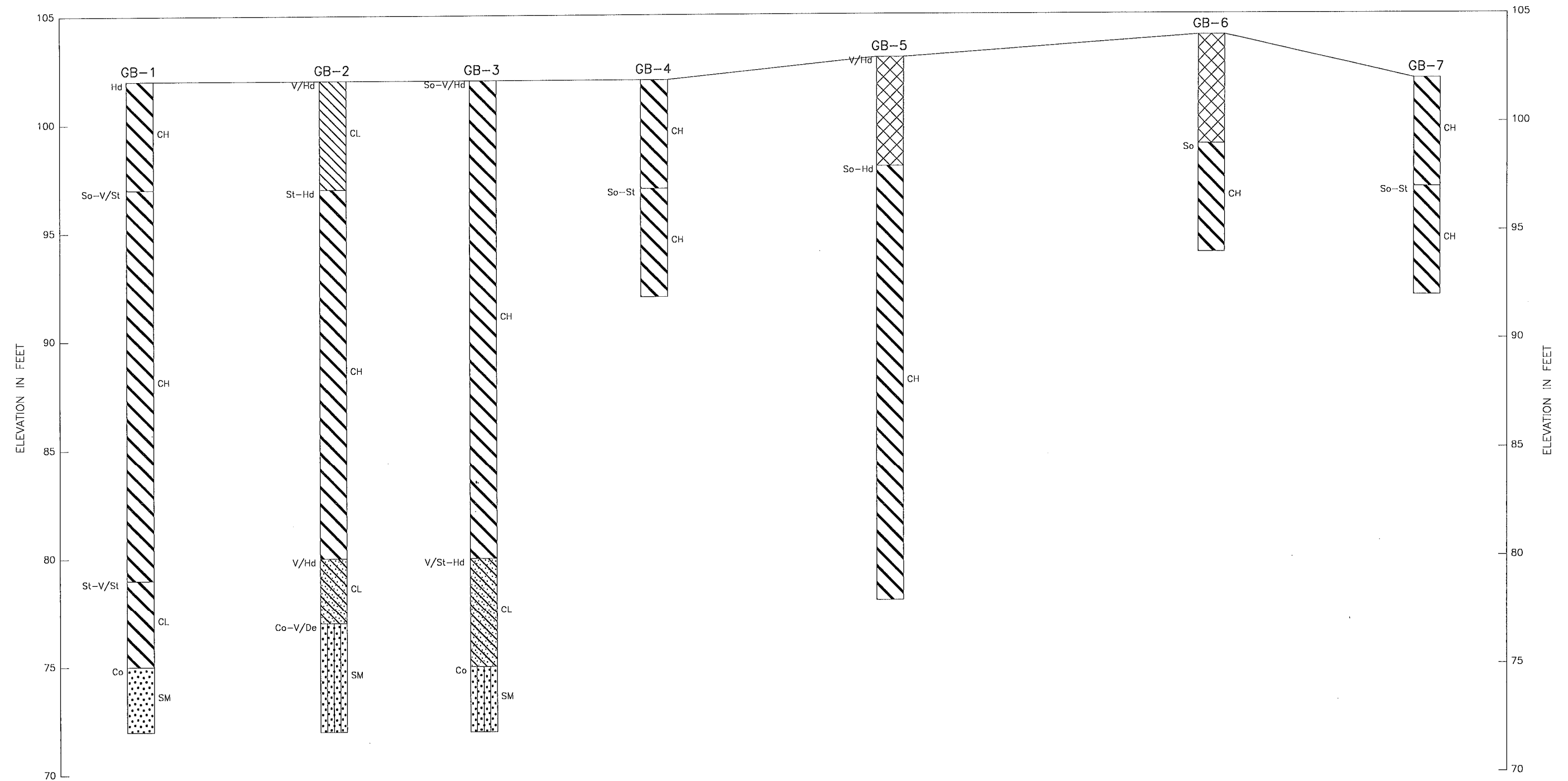
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No.	Description	Date

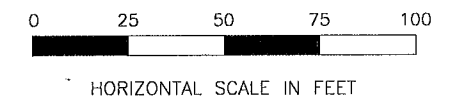
GEOTECH BORE PLAN		
Project number	PIER-1	
Date		
Drawn by		
Checked by		
09/30/2025		Scale 1" = 50'-0"



GENERAL NOTES:



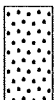
















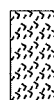
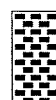






1. See Figure 2 for approximate location of borings and profile section.
2. Data concerning subsurface conditions have been obtained at boring locations only. Actual conditions between borings may differ from the profile shown here.
3. See logs of boring for detailed description of soils encountered in each borehole.
4. See Figure 4 for symbols and abbreviations used on this profile.

BORING LOG PROFILE
PIERCE DPS OFFICE EXPANSION
WHARTON COUNTY, TX



SYMBOLS AND ABBREVIATIONS USED ON BORING LOG PROFILE

LEGEND

						
FAT CLAY	LEAN CLAY	SAND	SILT	Sandy FAT CLAY	Sandy LEAN CLAY	Silty CLAY
						
Clayey SAND	Silty SAND	Clayey SILT	Sandy SILT	GRAVEL	FILL or MARL or CALICHE	SANDSTONE or SILTSTONE
						
SHALE or CLAYSTONE	LIMESTONE	ASPHALT or HMA	CONCRETE	BRICK	SHELL	BLACKBASE
						
SLAG	PAVEMENT	MUCK, PEAT or LIGNITE	RUBBLE or DEBRIS	Depth of Water Encountered During Drilling	Depth of Water after Completion of Boring (for details see individual boring log)	

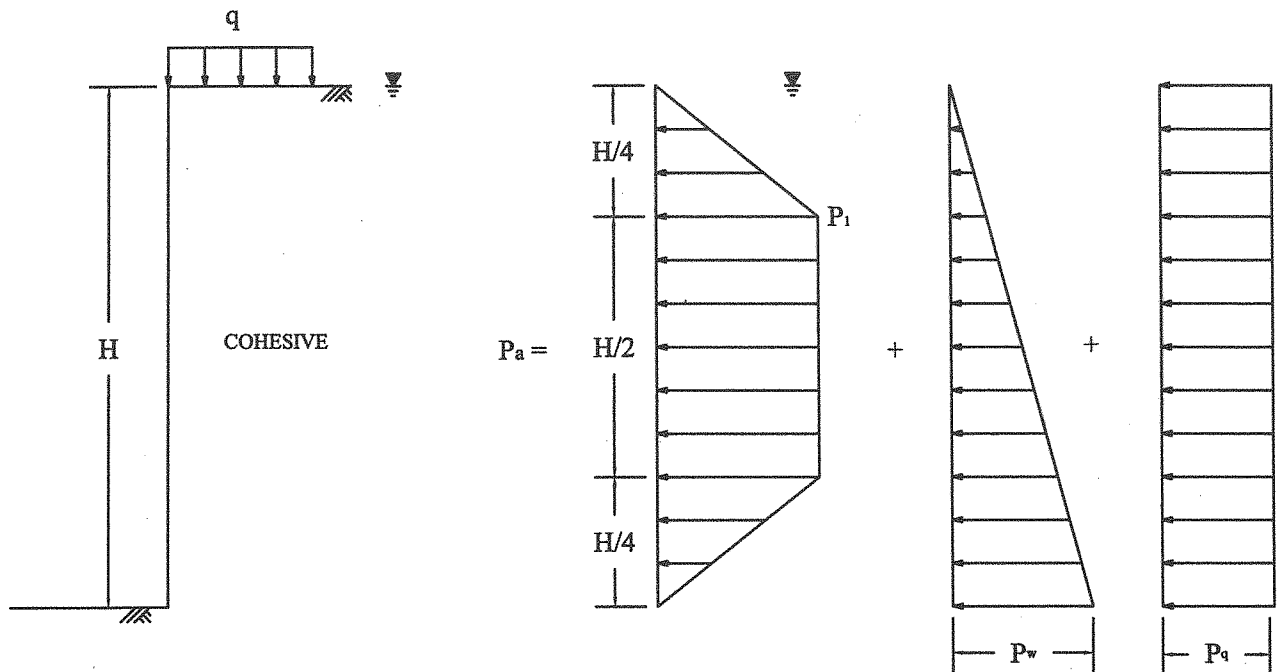
ABBREVIATIONS USED FOR CONSISTENCY/DENSITY

COHESIVE SOILS

V/So : Very Soft
 So : Soft
 Fm : Firm
 M/St : Medium Stiff
 St : Stiff
 V/St : Very Stiff
 Hd : Hard
 V/Hd : Very Hard

COHESIONLESS SOILS

V/Lo : Very Loose
 Lo : Loose
 S/Co : Slightly Compact
 Co : Compact
 M/De : Medium Dense
 De : Dense
 V/De : Very Dense



TYPICAL SOIL PARAMETERS

See Table 2 for typical values of soil parameters

BRACED WALL

For $\gamma H/c \leq 4$

$$P_1 = 0.3 \gamma'_c H$$

$$P_w = \gamma_w H = 62.4 H$$

$$P_q = 0.5 q$$

Where:

γ'_c = Submerged unit weight of cohesive soil, pcf;

γ_w = Unit weight of water, pcf;

q = Surcharge load at surface, psf;

P_a = Lateral pressure, psf;

P_1 = Active earth pressure, psf;

P_q = Horizontal pressure due to surcharge, psf;

P_w = Hydrostatic pressure due to groundwater, psf;

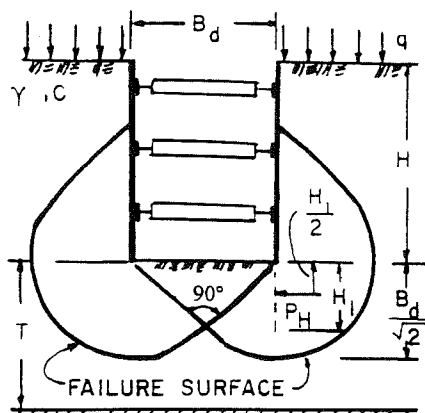
H = Depth of braced excavation, feet

c = Shear strength of cohesion soil, psf;

EXCAVATION SUPPORT EARTH PRESSURE

SUBMERGED COHESIVE SOIL

CUT IN COHESIVE SOIL,
DEPTH OF COHESIVE SOIL UNLIMITED ($T > 0.7 B_d$)
 L = LENGTH OF CUT



If sheeting terminates at base of cut:

$$\text{Safety factor, } F_s = \frac{N_c C}{\gamma H + q}$$

N_c = Bearing capacity factor, which depends on dimensions of the excavation : B_d , L and H (use N_c from graph below)

C = Undrained shear strength of clay in failure zone beneath and surrounding base of cut

γ = Unit weight of soil (see Table 2)

q = Surface surcharge (assumed $q = 500$ psf)

If safety factor is less than 1.5, sheeting or soldier piles must be carried below the base of cut to insure stability - (see note)

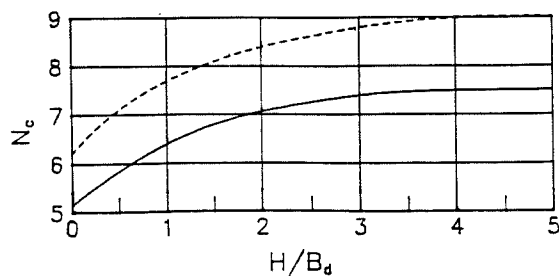
$$H_1 = \text{Buried length} = \frac{B_d}{2} \geq 5 \text{ feet}$$

Note : If soldier piles are used, the center to center spacing should not exceed 3 times the width or diameter of soldier pile .

Force on buried length, P_H :

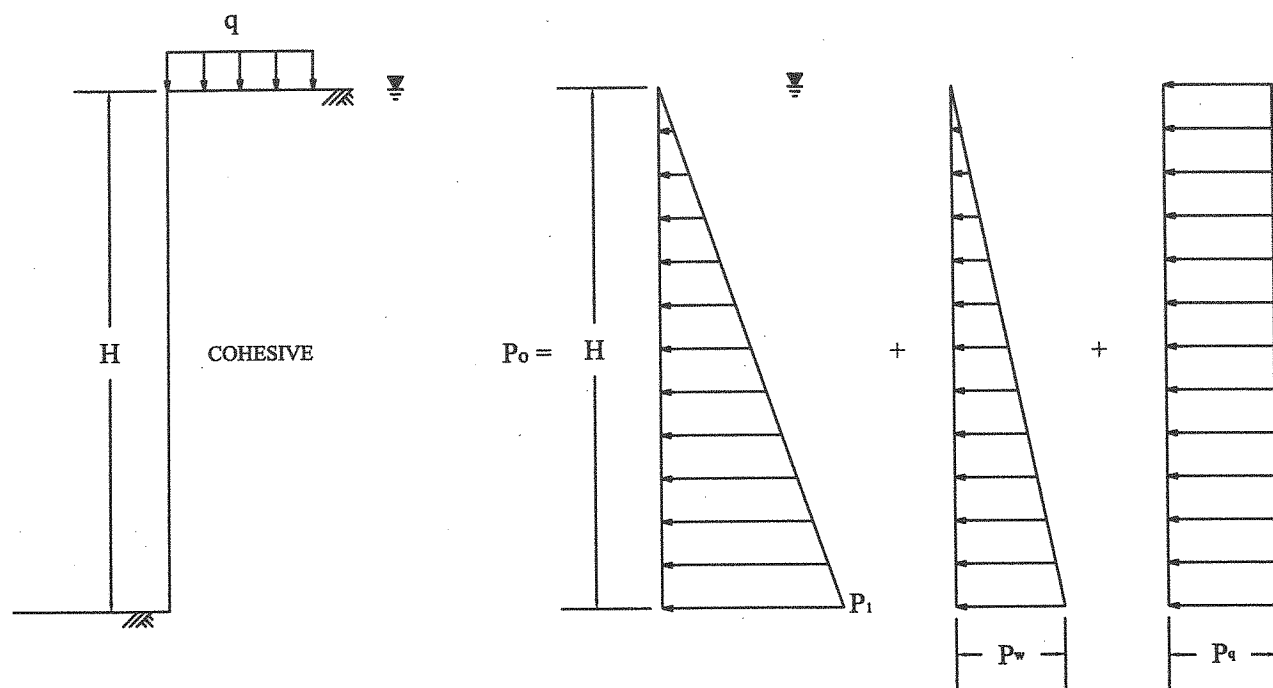
$$\text{If } H_1 > \frac{2}{3} \frac{B_d}{\sqrt{2}}, \quad P_H = 0.7 (\gamma H B_d - 1.4 C H - \pi C B_d) \text{ in lbs/ linear foot}$$

$$\text{If } H_1 < \frac{2}{3} \frac{B_d}{\sqrt{2}}, \quad P_H = 1.5 H_1 \left(\gamma H - \frac{1.4 C H}{B_d} - \pi C \right) \text{ in lbs/ linear foot}$$



— For trench excavations
- - - For square pit or circle shaft

**STABILITY OF BOTTOM
FOR
BRACED CUT**



TYPICAL SOIL PARAMETERS

See Table 2 for typical values of soil parameters

$$K_{oc} = 1.0$$

PERMANENT WALL

$$P_1 = K_{oc} \gamma_c' H$$

$$P_w = \gamma_w H = 62.4 H$$

$$P_q = 0.5 q$$

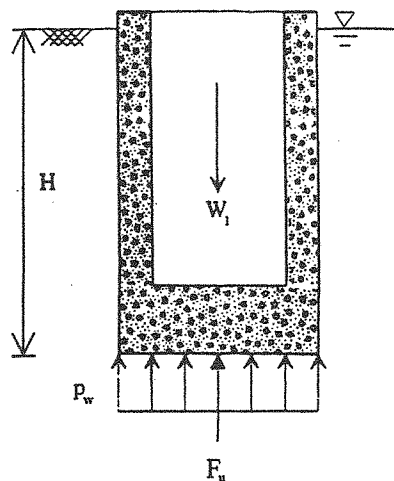
Where:

- γ_c' = Submerged unit weight of cohesive soil, pcf;
- K_{oc} = Coefficient of at-rest earth pressure in cohesive soil;
- γ_w = Unit weight of water, pcf;
- q = Surcharge load at surface, psf;
- P_o = Lateral pressure, psf;
- P_1 = At-rest earth pressure, psf;
- P_q = Horizontal pressure due to surcharge, psf;
- P_w = Hydrostatic pressure due to groundwater, psf;
- H = Depth of excavation, feet

LATERAL EARTH PRESSURE DIAGRAM FOR PERMANENT WALL

SUBMERGED COHESIVE SOIL

(a) DEAD WEIGHT OF STRUCTURE



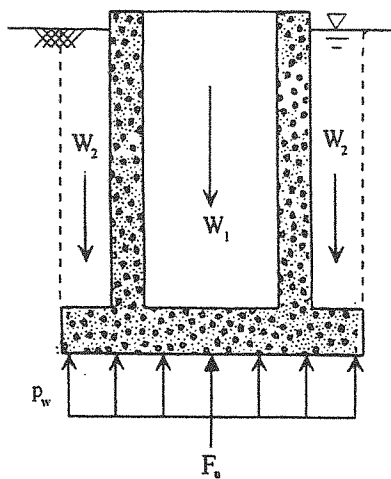
$$P_w = H\gamma_w$$

$$F_u = A_b P_w$$

$$\frac{W_1}{S_{f_1}} = F_u$$

See Table 2 for typical values of soil parameters

(b) WEIGHT OF SOIL ABOVE BASE EXTENSION PLUS DEAD WEIGHT OF STRUCTURE

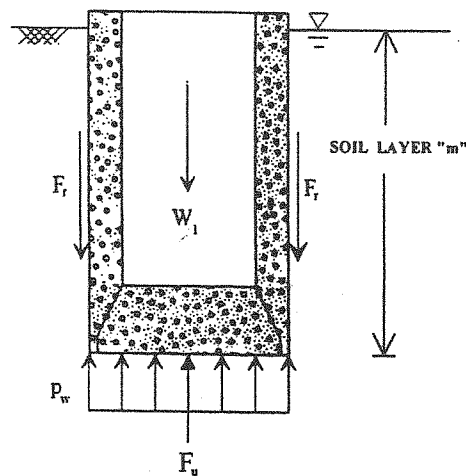


$$P_w = H\gamma_w$$

$$F_u = A_b P_w$$

$$\frac{W_1 + W_2}{S_{f_2}} = F_u$$

(c) SOIL-WALL FRICTION PLUS DEAD WEIGHT OF STRUCTURE



$$P_w = H\gamma_w$$

$$F_u = A_b P_w$$

$$\frac{W_1 + F_r}{S_{f_3}} = F_u$$

Predominantly Cohesive Soils, $F_r = \alpha c_m A_m$

Predominantly Cohesionless Soils, $F_r = p_m A_m K \tan \delta_m$

Where:	A_b	=	area of base, sq. ft.
	A_m	=	cylindrical surface area of layer "m", sq. ft.
	c_m	=	undrained cohesion of soil layer "m", psf.
	F_u	=	hydrostatic uplift force, lbs.
	F_r	=	frictional resistance, lbs.
	H	=	height of buried structure, ft.
	K	=	coefficient of lateral pressure = 0.5.
	p_m	=	average overburden pressure for layer "m," psf.
	p_w	=	hydrostatic uplift pressure, psf.
	$S_{f_1, 2, 3}$	=	factor of safety.
	W_1	=	dead weight of concrete structure, lbs.
	W_2	=	weight of backfill above base extension, lbs.
	α	=	cohesion reduction factor = 0.5.
	δ_m	=	friction angle between soil layer "m" and concrete wall, degrees = $0.75 \phi_m$
	ϕ_m	=	internal angle of friction of soil layer "m", degrees.
	γ_w	=	unit weight of water = 62.4 pcf.

UPLIFT PRESSURE AND RESISTANCE

TABLES

	<u>Table</u>
Summary of Boring Information	1
Geotechnical Design Parameter Summary: Open-Cut Excavation	2

TABLE 1
SUMMARY OF BORING INFORMATION

BORING LOCATION	BORING NO.	LATITUDE (ft)	LONGITUDE (ft)	APPROXIMATE GROUND SURFACE ELEVATION (ft)	DEPTH (ft)
Texas DPS	GB-1	2857800.363	13642950.142	102	30
	GB-2	2857807.485	13643039.418	102	30
	GB-3	2857742.713	13643026.599	102	30
	GB-4	2857755.222	13643104.002	103	10
	GB-5	2857842.002	13643170.446	103	25
	GB-6	2857883.567	13643019.411	104	10
	GB-7	2857903.892	13642916.241	102	10

Notes:

Survey information was not available; the boring coordinate and elevation were estimated based on drilled location.

TABLE 2
GEOTECHNICAL DESIGN PARAMETER SUMMARY
OPEN-CUT EXCAVATION

Boring Location	Boring Nos.	Stratigraphic Unit	Range of Depths, ft	Wet Unit Weight, γ , pcf	Submerged Unit Weight, γ' , pcf	Undrained Cohesion, psf	Internal Friction Angle, ϕ , degree
Texas DPS	GB-1	Cohesive	0-5	131	69	3,500	--
			5-23	125	62	2,000	--
			23-27	127	65	1,500	--
		Cohesionless	27-30	99	49	--	31
	GB-2	Cohesive	0-5	136	73	4,500	--
			5-18	130	67	4,000	--
			18-22	127	65	2,500	--
		Cohesionless	22-25	138	75	3,500	--
			25-30	102	51	--	32
	GB-3	Cohesive	0-10	131	69	4,500	--
			10-22	125	62	2,000	--
			22-27	134	72	4,000	--
		Cohesionless	27-30	102	51	--	31
	GB-4 & GB-7	Cohesive	0-10	128	65	3,500	--
	GB-5	Fill: Cohesive Cohesive	0-5	137	74	4,500	--
			5-10	131	68	4,500	--
			10-15	124	62	2,300	--
			15-25	128	65	1,300	--
	GB-6	Fill: Cohesive Cohesive	0-5	133	71	4,500	--
			5-10	133	71	3,500	--

Notes:

1. Cohesive soils include fat clay, fat clay with sand, lean clay and sandy lean clay.
2. Cohesionless soils include silty sand and poorly graded sand with silt.
3. Fill material includes fat clay and fat clay with sand.

APPENDIX A

	<u>Figure</u>
Log of Borings	A-1 thru A-7
Symbols and Terms Used on Boring Logs	A-8



DRILLING LOG

1 of 1

WinCore
Version 3.3

County Wharton
Highway US 59
CSJ 0089-07-145

Hole GB-1
Structure DPS
Station N/A
Offset N/A

District Houston
Date 10-23-25
Grnd. Elev. 102.00 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
97. 5 10 15 20 79. 25 75. 72.		9 (6) 10 (6)	CLAY, fat with sand, hard, dark gray (CH)			16.4				w/grass roots 0'-2'
						19.7				
		8 (6) 9 (6)	CLAY, fat, soft to very stiff, gray and reddish brown w/calcareous nodules and ferrous stains (CH)	5	71	17.0	53	31	130.9	% passing #200 sieve = 83.5% w/sand, calcareous and ferrous nodules & ferrous stains 3'-5'
						23.0				
		8 (6) 7 (6)		9	30	25.7	64	39	125.5	% passing #200 sieve = 94.0%
						28.0				
		12 (6) 16 (6)		14	29	26.1	68	42	125.3	% passing #200 sieve = 94.2% slickensided 15'-20'
						29.4				
		21 (6) 29 (6)	CLAY, fat with sand, stiff to very stiff, gray and brown w/ferrous stains (CL)			25.2				
72.		28 (6) 23 (6)	SAND, poorly graded sand with silt, compact, brown (SM)	24	21	22.5	58	35	127.4	w/calcareous nodules 23'-27' % passing #200 sieve = 72.0%
						4.2				

Remarks: 1) Dry auger to 30.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

FIGURE A-1



DRILLING LOG

1 of 1

WinCore
Version 3.3

County Wharton
Highway US 59
CSJ 0089-07-145

Hole GB-2
Structure DPS
Station N/A
Offset N/A

District Houston
Date 10-23-25
Grnd. Elev. 102.00 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test	Properties				Additional Remarks		
				Lateral Deviator Press. (psi)	Stress (psi)	MC	LL	PI		Wet Den. (pcf)	
97.	5	11 (6) 10 (6)	CLAY, lean, very hard, dark gray w/ferrous nodules and ferrous stains (CL)			14.6				w/grass roots 0'-2' % passing #200 sieve = 86.4%	
						14.3					
				5	173	15.1	48	28	136		
						19.7					
				9	59	21.9	58	35	132.5		
10	10 (6) 11 (6)	CLAY, fat, stiff to hard, reddish brown and gray w/calcareous nodules and ferrous stains (CH)			24.7				% passing #200 sieve = 96.9% slickensided 10'-18'		
					24.7						
			14	61	24.6	63	39	127.6			
					28.7						
					25.3						
15	7 (6) 13 (6)								% passing #200 sieve = 93.9%		
20	11 (6) 12 (6)								% passing #200 sieve = 53.4%		
80.			CLAY, lean, sandy, very hard, brown w/calcareous nodules and sandstone seams (CL)	24	87	12.8	35	17	137.5	% passing #200 sieve = 53.4%	
77.	25	50 (1.5) 50 (1.25)		SAND, silty, compact to very dense, brown w/sandstone fragments (SM)							
72.	30	29 (6) 38 (6)			4.7				% passing #200 sieve = 21.5%		
	35										
	40										
	45										
	50										
	55										
	60										

Remarks: 1) Dry auger to 30.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

FIGURE A-2



DRILLING LOG

1 of 1

WinCore
Version 3.3

County Wharton
Highway US 59
CSJ 0089-07-145

Hole GB-3
Structure DPS
Station N/A
Offset N/A

District Houston
Date 10-23-25
Grnd. Elev. 102.00 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
5		12 (6) 15 (6)	CLAY, fat, soft to very hard, dark gray w/calcareous and ferrous nodules and ferrous stains (CH)			17.7	58	35		% passing #200 sieve = 86.8%
				3	146	16.0			133.3	w/sand 0'-4'
						16.7				
10		9 (6) 9 (6)		7	99	21.9	64	37	129.8	% passing #200 sieve = 93.6%
						20.9				
15		8 (6) 10 (6)		11	47	24.6	70	42	126.2	slickensided 11.5'-13' % passing #200 sieve = 93.3%
						24.9				
20		11 (6) 12 (6)		16	32	26.6	69	42	123.8	% passing #200 sieve = 95.5%
						22.5				
25		31 (6) 40 (6)	CLAY, lean, sandy, very stiff to hard, gray and brown w/calcareous nodules and ferrous stains (CL)	24	67	13.5	36	18	133.6	% passing #200 sieve = 58.2%
30		25 (6) 26 (6)	SAND, silty, compact, brown w/sandstone fragments (SM)			6.5				% passing #200 sieve = 23.9%
35										
40										
45										
50										
55										
60										

Remarks: 1) Dry auger to 30.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

FIGURE A-3



WinCore
Version 3.3

County Wharton
Highway US 59
CSJ 0089-07-145

DRILLING LOG

1 of 1

Hole GB-4
Structure DPS
Station N/A
Offset N/A

District Houston
Date 10-24-25
Grnd. Elev. 102.00 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
97.5	/	9 (6) 10 (6)	CLAY, fat with sand, dark gray w/ferrous nodules (CH)			18.7				% passing #200 sieve = 84.2%
						15.2	61	36	127.8	
						17.3				
92.10	/	11 (6) 10 (6)	CLAY, fat, soft to stiff, gray and brown w/calcareous nodules and ferrous stains (CH)			21.1	67	41		
						21.3				
15										
20										
25										
30										
35										
40										
45										
50										
55										
60										

Remarks: 1) Dry auger to 10.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

FIGURE A-4



DRILLING LOG

1 of 1

WinCore
Version 3.3

County Wharton
Highway US 59
CSJ 0089-07-145

Hole GB-5
Structure DPS
Station N/A
Offset N/A

District Houston
Date 10-23-25 & 10-24-25
Grnd. Elev. 103.00 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Deviator Press. (psi)	Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
98.5 										

Remarks: 1) Dry auger to 25.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

FIGURE A-5



DRILLING LOG

1 of 1

WinCore
Version 3.3

County Wharton
Highway US 59
CSJ 0089-07-145

Hole GB-6
Structure DPS
Station N/A
Offset N/A

District Houston
Date 10-24-25
Grnd. Elev. 104.00 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
99.5		8 (6) 9 (6)	FILL, clay, fat with sand, dark gray			14.9	56	33	132.9	w/grass roots 0'-2' % passing #200 sieve = 82.9%
						16.3				
						16.8				w/calcareous and ferrous nodules 4'-10'
94.10		7 (6) 7 (6)	CLAY, fat, soft, gray and reddish brown w/ferrous stains (CH)			22.0	57	33		% passing #200 sieve = 96.5%
						24.9				
15										
20										
25										
30										
35										
40										
45										
50										
55										
60										

Remarks: 1) Dry auger to 10.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

FIGURE A-6

County	Wharton
Highway	US 59
CSJ	0089-07-145

Hole	GB-7
Structure	DPS
Station	N/A
Offset	N/A

District	Houston
Date	10-24-25
Grnd. Elev.	102.00 ft
GW Elev.	N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test	Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	
97.5	/	12 (6) 12 (6)	CLAY, fat with sand, dark gray (CH)		19.3				w/sand seams 2'-4' % passing #200 sieve = 83.4% w/calcareous and ferrous nodules 4'-10' % passing #200 sieve = 95.5%
					17.2	61	37	131.7	
			17.9						
92.10	/	8 (6) 9 (6)	CLAY, fat, soft to stiff, brown and gray w/ferrous stains (CH)		23.1	67	42		
					23.7				
15									
20									
25									
30									
35									
40									
45									
50									
55									
60									

Remarks: 1) Dry auger to 10.0 ft.

The ground water elevation was not determined during the course of this boring.

Driller: Jesus

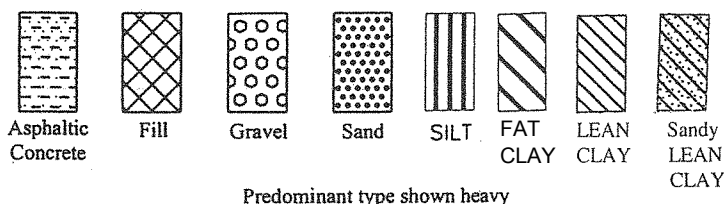
Logger: Ben E. Iye

Organization: Geotest Engineering, Inc.

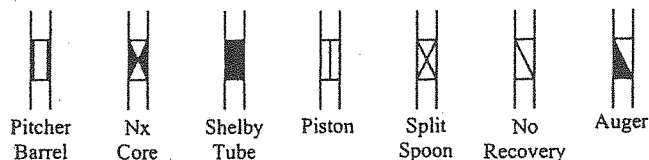
FIGURE A-7

SYMBOLS AND TERMS USED ON BORING LOGS

SOIL TYPES (SHOWN IN SYMBOL COLUMN)



SAMPLER TYPES (SHOWN IN SAMPLES COLUMN)



TERMS DESCRIBING CONSISTENCY OR CONDITION

Basic Soil Type	Density or Consistency	Standard Penetration Resistance, ⁽¹⁾ Blows/ft.	Compressive Strength (q_u), ⁽²⁾ Tons/sq. ft.	Undrained Shear Strength, Tons/sq. ft.
Cohesionless	Very loose	Less than 4	Not applicable	Not applicable
	Loose	4 to <10	Not applicable	Not applicable
	Medium dense	10 to <30	Not applicable	Not applicable
	Dense	30 to <50	Not applicable	Not applicable
	Very dense	50 or greater	Not applicable	Not applicable
Cohesive	Very soft	Less than 2	Less than 0.25	Less than 0.125
	Soft	2 to <4	0.25 to <0.5	0.125 to <0.25
	Firm/Medium stiff	4 to <8	0.5 to <1.0	0.25 to <0.5
	Stiff	8 to <15	1.0 to <2.0	0.5 to <1.0
	Very stiff	15 to <30	2.0 to <4.0	1.0 to <2.0
	Hard	30 or greater	4 or greater	2 or greater

(1) Number of blows from 140-lb. weight falling 30-in. to drive 2-in. OD, 1-3/8-in. ID, split barrel sampler (ASTM D1586)

(2) q_u may also be approximated using a pocket penetrometer

TERMS CHARACTERIZING SOIL STRUCTURE

Parting: -paper thin in size

Seam: -1/8" to 3" thick

Layer: -greater than 3"

Slickensided

- having inclined planes of weakness that are slick and glossy in appearance.

Fissured

- containing shrinkage cracks, frequently filled with fine sand or silt; usually more or less vertical.

Laminated

- composed of thin layers of varying color and texture.

Interbedded

- composed of alternate layers of different soil types.

Calcareous

- containing appreciable quantities of calcium carbonate.

Well graded

- having wide range in grain sizes and substantial amounts of all intermediate particle sizes.

Poorly graded

- predominantly of one grain size, or having a range of sizes with some intermediate size missing.

Flocculated

- pertaining to cohesive soils that exhibit a loose knit or flakey structure.

APPENDIX B

	<u>Figure</u>
Summary of Laboratory Test Results	B-1 thru B-7
Grain Size Distribution Curves	B-8

[illegible]

SUMMARY OF LABORATORY TEST RESULTS
GEOTEST ENGINEERING, INC.

PROJECT NAME: US 59 from FM 961 to BU59N of El Campo; CSJ: 0089-07-14
DPS

PROJECT NUMBER: 1140280101

BORING NO.	SAMPLE				SPT (blows/ft.)	WATER CONTENT (%)	DRY DENSITY (pcf)	ATTERBERG LIMITS			PASSING NO. 200 SIEVE (%)	UNCONFINED COMPRESSION TEST	TRIAXIAL COMPRESSION TEST (U-U)		TORVANE	POCKET PENE-TROMETER	TYPE OF MATERIAL
	No.	Depth (ft.)		Type				LL	PL	PI			Shear Strength (tsf)	Shear Strength (tsf)			
		Top	Bottom									Shear Strength (tsf)			Shear Strength (tsf)	Conf. Press. (tsf)	
GB-2	1	0.0	2.0	UD		14.6									2.50	2.25	Lean Clay
	2	2.0	4.0	UD		14.3									2.50	2.25	Lean Clay
	3	4.0	5.0	UD		15.1	118	48	20	28	86.4		6.23	0.36	2.50	2.25	Lean Clay
	4	6.5	8.0	UD		19.7									2.50	2.25	Fat Clay
	5	8.0	10.0	UD		21.9	109	58	23	35	96.9		2.12	0.65	2.50	2.25	Fat Clay
	6	11.5	13.0	UD		24.7									2.25	2.25	Fat Clay
	7	13.0	15.0	UD		24.6	102	63	24	39	93.9		2.20	1.01	2.25	2.25	Fat Clay
	8	16.5	18.0	UD		28.7									2.25	2.25	Fat Clay
	9	18.0	20.0	UD		25.3									1.25	1.75	Fat Clay
	10	23.0	25.0	UD		12.8	122	35	18	17	53.4		3.13	1.73	1.75	2.25	Sandy Lean Clay
	11	28.5	30.0	SS	26	4.7					21.5						Sand, Silty

[illegible]

PROJECT NUMBER: 1140280101

[illegible]

SPT = Standard Penetration Test
LL = Liquid Limit
PL = Plastic Limit
PI = Plasticity Index

FIGURE B-3

GEOTEST ENGINEERING, INC.

PROJECT NAME: US 59 from FM 961 to BU59N of El Campo; CSJ: 0089-07-14
DPS

PROJECT NUMBER: 1140280101

FIGURE B-4

GEOTEST ENGINEERING, INC.

PROJECT NAME: US 59 from FM 961 to BU59N of El Campo; CSJ: 0089-07-14
DPS

PROJECT NUMBER: 1140280101

[illegible]

FIGURE B-5

SUMMARY OF LABORATORY TEST RESULTS
GEOTEST ENGINEERING, INC.

PROJECT NAME: US 59 from FM 961 to BU59N of El Campo; CSJ: 0089-07-14
DPS

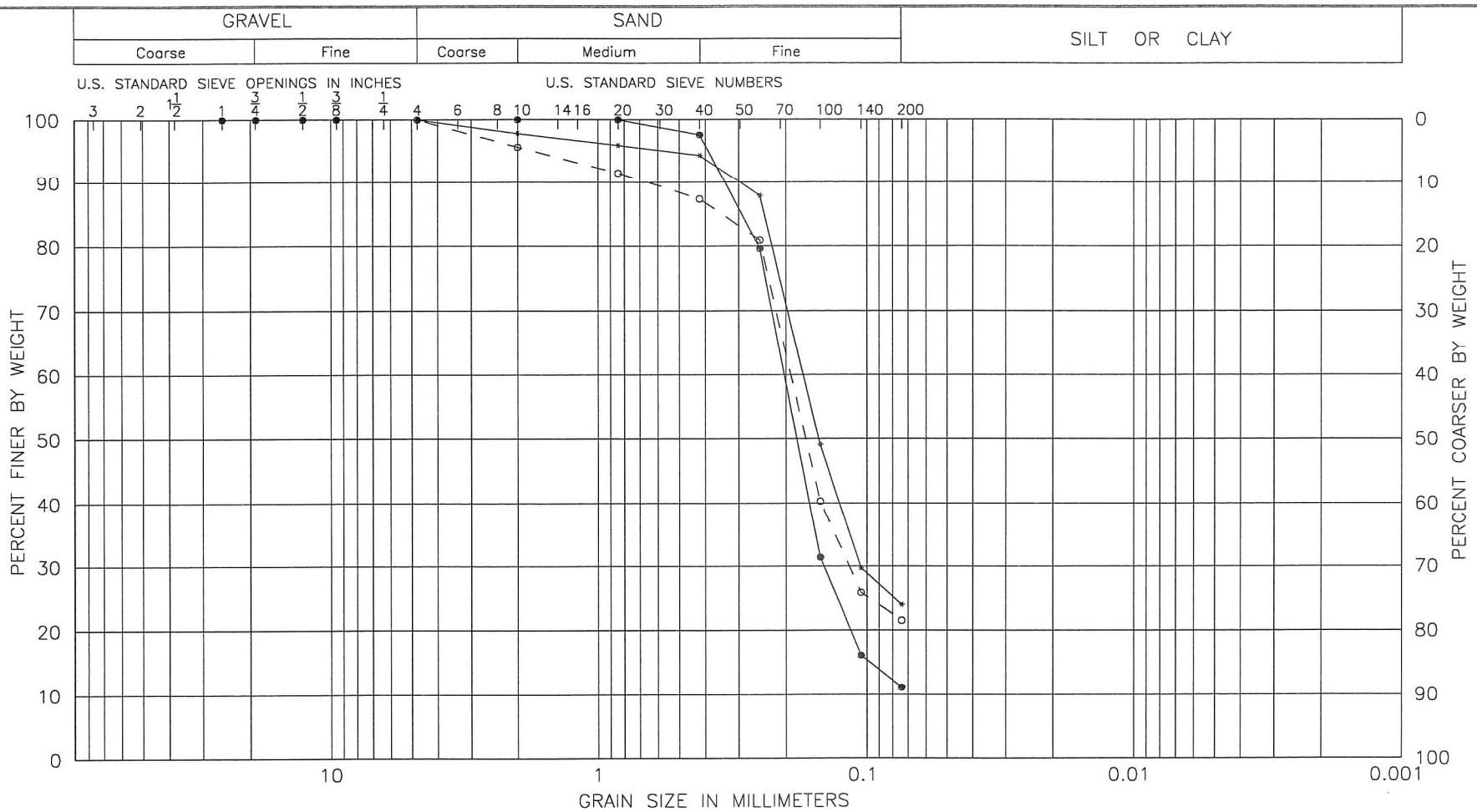
PROJECT NUMBER: 1140280101

[illegible]

FIGURE B-6

[illegible]

FIGURE B-7



GRAIN SIZE DISTRIBUTION CURVES

APPENDIX C

Corrosivity Tests Report



ANALYTICAL REPORT

PREPARED FOR

Attn: Cheyenne Zhao
Geotest Engineering, Inc.
5600 Bintliff
Houston, Texas 77036
Generated 11/12/2025 6:45:04 PM

JOB DESCRIPTION

US59 CSJ 0089-07-145 from FM961 to BU 59 North of
El Campo DPS - 1140280101

JOB NUMBER

860-115805-1

Eurofins Houston

Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

Analytical test results meet all requirements of the associated regulatory program (i.e., NELAC (TNI), DoD, and ISO 17025) unless otherwise noted under the individual analysis.

Authorization



Generated
11/12/2025 6:45:04 PM

Authorized for release by
Debbie Simmons, Project Manager
Debbie.Simmons@et.eurofinsus.com
(832)986-6768

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Definitions/Glossary

Client: Geotest Engineering, Inc.
Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59
North of

Job ID: 860-115805-1
SDG: El Campo DPS - 1140280101

Qualifiers

HPLC/IC

Qualifier	Qualifier Description
U	Analyte was not detected at or above the SDL.

General Chemistry

Qualifier	Qualifier Description
HF	Parameter with a holding time of 15 minutes. Test performed by laboratory at client's request. Sample was analyzed outside of hold time.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
☼	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Case Narrative

Client: Geotest Engineering, Inc.
Project: US59 CSJ 0089-07-145 from FM961 to BU 59 North of

Job ID: 860-115805-1

Job ID: 860-115805-1

Eurofins Houston

Job Narrative 860-115805-1

The analytical test results presented in this report meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page, unless otherwise noted. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable. Regulated compliance samples (e.g. SDWA, NPDES) must comply with associated agency requirements/permits.

- Matrix-specific batch QC (e.g., MS, MSD, SD) may not be reported when insufficient sample volume is available or when site-specific QC samples are not submitted. In such cases, a Laboratory Control Sample Duplicate (LCSD) may be analyzed to provide precision data for the batch.
- For samples analyzed using surrogate and/or isotope dilution analytes, any recoveries falling outside of established acceptance criteria are re-prepared and/or re-analyzed to confirm results, unless the deviation is due to sample dilution or otherwise explained in the case narrative.

Receipt

The samples were received on 11/6/2025 1:14 PM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 21.0°C.

HPLC/IC

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

General Chemistry

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Eurofins Houston

Detection Summary

Client: Geotest Engineering, Inc.

Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59

North of

Job ID: 860-115805-1

SDG: El Campo DPS - 1140280101

Client Sample ID: GB-5 S#1-S#7 (0-15')

Lab Sample ID: 860-115805-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Chloride	26.8		10.0	5.00	mg/Kg	1		9056A	Total/NA
Sulfate	51.5		10.0	4.32	mg/Kg	1		9056A	Total/NA
Resistivity (as Received)	1630				ohm cm	1		G57	Total/NA
Resistivity (as Saturated)	828				ohm cm	1		G57	Total/NA
pH	9.2	HF			SU	1		9045D	Soluble
Temperature	18.8	HF			Deg. C	1		9045D	Soluble
Corrosivity	9.2	HF			SU	1		9045D	Soluble

Client Sample ID: GB-2 S#1-S#5 (0-10')

Lab Sample ID: 860-115805-2

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Chloride	117		9.75	4.87	mg/Kg	1		9056A	Total/NA
Sulfate	17.5		9.75	4.21	mg/Kg	1		9056A	Total/NA
Resistivity (as Received)	2590				ohm cm	1		G57	Total/NA
Resistivity (as Saturated)	975				ohm cm	1		G57	Total/NA
pH	8.5	HF			SU	1		9045D	Soluble
Temperature	18.8	HF			Deg. C	1		9045D	Soluble
Corrosivity	8.5	HF			SU	1		9045D	Soluble

This Detection Summary does not include radiochemical test results.

Eurofins Houston

Client Sample Results

Client: Geotest Engineering, Inc.
Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59
North of

Job ID: 860-115805-1
SDG: El Campo DPS - 1140280101

Client Sample ID: GB-5 S#1-S#7 (0-15')

Lab Sample ID: 860-115805-1

Date Collected: 11/05/25 00:00

Matrix: Solid

Date Received: 11/06/25 13:14

Method: SW846 9056A - Anions, Ion Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chloride	26.8		10.0	5.00	mg/Kg		11/11/25 09:56	11/11/25 12:08	1
Sulfate	51.5		10.0	4.32	mg/Kg		11/11/25 09:56	11/11/25 12:08	1

General Chemistry

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Resistivity (as Received) (ASTM G57)	1630				ohm cm			11/11/25 11:38	1
Resistivity (as Saturated) (ASTM G57)	828				ohm cm			11/11/25 11:38	1

General Chemistry - Soluble

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
pH (SW846 9045D)	9.2	HF			SU			11/07/25 16:54	1
Temperature (SW846 9045D)	18.8	HF			Deg. C			11/07/25 16:54	1
Corrosivity (SW846 9045D)	9.2	HF			SU			11/07/25 16:54	1

Client Sample ID: GB-2 S#1-S#5 (0-10')

Lab Sample ID: 860-115805-2

Date Collected: 11/05/25 00:00

Matrix: Solid

Date Received: 11/06/25 13:14

Method: SW846 9056A - Anions, Ion Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chloride	117		9.75	4.87	mg/Kg		11/11/25 09:56	11/11/25 12:38	1
Sulfate	17.5		9.75	4.21	mg/Kg		11/11/25 09:56	11/11/25 12:38	1

General Chemistry

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Resistivity (as Received) (ASTM G57)	2590				ohm cm			11/11/25 11:38	1
Resistivity (as Saturated) (ASTM G57)	975				ohm cm			11/11/25 11:38	1

General Chemistry - Soluble

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
pH (SW846 9045D)	8.5	HF			SU			11/07/25 18:02	1
Temperature (SW846 9045D)	18.8	HF			Deg. C			11/07/25 18:02	1
Corrosivity (SW846 9045D)	8.5	HF			SU			11/07/25 18:02	1

QC Sample Results

Client: Geotest Engineering, Inc.
Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59
North of

Job ID: 860-115805-1
SDG: El Campo DPS - 1140280101

Method: 9056A - Anions, Ion Chromatography

Lab Sample ID: MB 860-274859/1-A
Matrix: Solid
Analysis Batch: 274862

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 274859

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chloride	<5.00	U	10.0	5.00	mg/Kg		11/11/25 09:56	11/11/25 11:38	1
Sulfate	<4.32	U	10.0	4.32	mg/Kg		11/11/25 09:56	11/11/25 11:38	1

Lab Sample ID: LCS 860-274859/2-A
Matrix: Solid
Analysis Batch: 274862

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 274859

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Chloride	100	95.15		mg/Kg		95	90 - 110
Sulfate	100	91.70		mg/Kg		92	90 - 110

Lab Sample ID: LCSD 860-274859/3-A
Matrix: Solid
Analysis Batch: 274862

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 274859

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Chloride	100	95.71		mg/Kg		96	90 - 110	1	20
Sulfate	100	90.91		mg/Kg		91	90 - 110	1	20

Lab Sample ID: 860-115805-1 MS
Matrix: Solid
Analysis Batch: 274862

Client Sample ID: GB-5 S#1-S#7 (0-15')
Prep Type: Total/NA
Prep Batch: 274859

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Chloride	26.8		100	121.8		mg/Kg		95	90 - 110
Sulfate	51.5		100	149.3		mg/Kg		98	90 - 110

Lab Sample ID: 860-115805-1 MSD
Matrix: Solid
Analysis Batch: 274862

Client Sample ID: GB-5 S#1-S#7 (0-15')
Prep Type: Total/NA
Prep Batch: 274859

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Chloride	26.8		100	122.1		mg/Kg		95	90 - 110	0	15
Sulfate	51.5		100	149.2		mg/Kg		98	90 - 110	0	15

Method: G57 - Resistivity

Lab Sample ID: 860-115805-2 DU
Matrix: Solid
Analysis Batch: 274937

Client Sample ID: GB-2 S#1-S#5 (0-10')
Prep Type: Total/NA

Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	D	RPD	RPD Limit
Resistivity (as Received)	2590		2652		ohm cm		2	20
Resistivity (as Saturated)	975		981.0		ohm cm		0.6	20

QC Association Summary

Client: Geotest Engineering, Inc.

Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59

North of

Job ID: 860-115805-1

SDG: El Campo DPS - 1140280101

HPLC/IC

Prep Batch: 274859

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
860-115805-1	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	300_Prep	
860-115805-2	GB-2 S#1-S#5 (0-10')	Total/NA	Solid	300_Prep	
MB 860-274859/1-A	Method Blank	Total/NA	Solid	300_Prep	
LCS 860-274859/2-A	Lab Control Sample	Total/NA	Solid	300_Prep	
LCSD 860-274859/3-A	Lab Control Sample Dup	Total/NA	Solid	300_Prep	
860-115805-1 MS	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	300_Prep	
860-115805-1 MSD	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	300_Prep	

Analysis Batch: 274862

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
860-115805-1	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	9056A	274859
860-115805-2	GB-2 S#1-S#5 (0-10')	Total/NA	Solid	9056A	274859
MB 860-274859/1-A	Method Blank	Total/NA	Solid	9056A	274859
LCS 860-274859/2-A	Lab Control Sample	Total/NA	Solid	9056A	274859
LCSD 860-274859/3-A	Lab Control Sample Dup	Total/NA	Solid	9056A	274859
860-115805-1 MS	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	9056A	274859
860-115805-1 MSD	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	9056A	274859

General Chemistry

Leach Batch: 274226

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
860-115805-1	GB-5 S#1-S#7 (0-15')	Soluble	Solid	DI Leach	
860-115805-2	GB-2 S#1-S#5 (0-10')	Soluble	Solid	DI Leach	

Analysis Batch: 274360

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
860-115805-1	GB-5 S#1-S#7 (0-15')	Soluble	Solid	9045D	274226
860-115805-2	GB-2 S#1-S#5 (0-10')	Soluble	Solid	9045D	274226

Analysis Batch: 274937

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
860-115805-1	GB-5 S#1-S#7 (0-15')	Total/NA	Solid	G57	
860-115805-2	GB-2 S#1-S#5 (0-10')	Total/NA	Solid	G57	
860-115805-2 DU	GB-2 S#1-S#5 (0-10')	Total/NA	Solid	G57	

Lab Chronicle

Client: Geotest Engineering, Inc.
Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59
North of

Job ID: 860-115805-1
SDG: El Campo DPS - 1140280101

Client Sample ID: GB-5 S#1-S#7 (0-15')

Lab Sample ID: 860-115805-1

Date Collected: 11/05/25 00:00

Matrix: Solid

Date Received: 11/06/25 13:14

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	300_Prep			274859	CT	EET HOU	11/11/25 09:56
Total/NA	Analysis	9056A		1	274862	RJD	EET HOU	11/11/25 12:08
Soluble	Leach	DI Leach			274226	VS	EET HOU	11/07/25 12:57
Soluble	Analysis	9045D		1	274360	VS	EET HOU	11/07/25 16:54
Total/NA	Analysis	G57		1	274937	MR	EET HOU	11/11/25 11:38

Client Sample ID: GB-2 S#1-S#5 (0-10')

Lab Sample ID: 860-115805-2

Date Collected: 11/05/25 00:00

Matrix: Solid

Date Received: 11/06/25 13:14

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	300_Prep			274859	CT	EET HOU	11/11/25 09:56
Total/NA	Analysis	9056A		1	274862	RJD	EET HOU	11/11/25 12:38
Soluble	Leach	DI Leach			274226	VS	EET HOU	11/07/25 13:08
Soluble	Analysis	9045D		1	274360	VS	EET HOU	11/07/25 18:02
Total/NA	Analysis	G57		1	274937	MR	EET HOU	11/11/25 11:38

Laboratory References:

EET HOU = Eurofins Houston, 4145 Greenbriar Dr, Stafford, TX 77477, TEL (281)240-4200

Accreditation/Certification Summary

Client: Geotest Engineering, Inc.
Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59
North of

Job ID: 860-115805-1
SDG: El Campo DPS - 1140280101

Laboratory: Eurofins Houston

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Texas	NELAP	T104704215	06-30-26
The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.			
Analysis Method	Prep Method	Matrix	Analyte
9045D		Solid	Temperature
G57		Solid	Resistivity (as Received)
G57		Solid	Resistivity (as Saturated)

Method Summary

Client: Geotest Engineering, Inc.

Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59

North of

Job ID: 860-115805-1

SDG: El Campo DPS - 1140280101

Method	Method Description	Protocol	Laboratory
9056A	Anions, Ion Chromatography	SW846	EET HOU
9045D	pH	SW846	EET HOU
G57	Resistivity	ASTM	EET HOU
300_Prep	Anions, Ion Chromatography, 10% Wt/Vol	EPA	EET HOU
DI Leach	Deionized Water Leaching Procedure	ASTM	EET HOU

Protocol References:

ASTM = ASTM International

EPA = US Environmental Protection Agency

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

EET HOU = Eurofins Houston, 4145 Greenbriar Dr, Stafford, TX 77477, TEL (281)240-4200

Sample Summary

Client: Geotest Engineering, Inc.
Project/Site: US59 CSJ 0089-07-145 from FM961 to BU 59
North of

Job ID: 860-115805-1
SDG: El Campo DPS - 1140280101

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Sample Origin
860-115805-1	GB-5 S#1-S#7 (0-15')	Solid	11/05/25 00:00	11/06/25 13:14	Texas
860-115805-2	GB-2 S#1-S#5 (0-10')	Solid	11/05/25 00:00	11/06/25 13:14	Texas

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14

Mar Test 2/202

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Login Sample Receipt Checklist

Client: Geotest Engineering, Inc.

Job Number: 860-115805-1
SDG Number: El Campo DPS - 1140280101

Login Number: 115805

List Number: 1

Creator: Grandits, Corey

List Source: Eurofins Houston

Question	Answer	Comment
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	False	No ice per client request.
Cooler Temperature is acceptable.	False	Cooler temperature outside required temperature criteria.
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	False	Collection date and time missing on COC and container label
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	